

INVITATION FOR BIDS

IDIQ MAINTENANCE DREDGING

Sacramento and Stockton Deep Water Ship Channels, San Joaquin and Yolo Counties, California

IFB NO. DACW05-00-B-0009
SPECIFICATION NO. 1157
DRAWING FILE NO. 51-06-1299



US Army Corps of Engineers Sacramento District

AUTHORIZATION: RIVERS AND HARBORS ACT OF 1946, 79TH CONGRESS,
2ND SESSION
APPROPRIATION: 96X3123 O&M GENERAL

Required Central Contractor Registration (CCR)

This solicitation incorporates DFARS Clause 252.204-7004, Required Central Contractor Registration. In accordance with this clause, you must be registered in the Department of Defense (DoD) CCR database in order to be eligible for contract award. If you intend to submit an offer for this procurement and are not already registered, you are urged to do so immediately via the Internet. The DOD CCR World Wide Web home page address is: <http://www.ccr2000.com>. The Defense Logistics Services Center also has a CCR web site at <http://www.ccr.dlsc.dla.mil/> which includes an instructional guide.

A "Data Universal Numbering System" (DUNS) number is a mandatory data element for registering. If you do not have a DUNS number, contact Dun and Bradstreet to obtain one at no charge. An offeror within the United States may call 1-800-333-0505. More information about the DUNS number is available from Dun and Bradstreet's Internet home page at <http://www.dnb.com/>.

A "Commercial and Government Entity" (CAGE) code is another mandatory data element for being registered in the CCR. However, if registration forms from USA companies are submitted without the CAGE code, one will be assigned as part of the Central Contractor Registration process.

DoD has established a goal of registering an applicant in the CCR database within 48 hours after receipt of a complete and accurate application via the Internet. However, registration of an applicant through a method other than the Internet may take up to 30 days.

Your prompt attention to this matter is vital. Offerors that are not registered should consider applying for registration immediately upon receipt of this solicitation.

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COVER SHEET
CENTRAL CONTRACTOR REGISTRATION (CCR)
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DD FORM 1707

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	GENERAL WAGE DECISION
00100	INSTRUCTIONS, CONDITIONS AND NOTICES TO BIDDERS/ OFFERORS AND EVALUATION CRITERIA FOR AWARD
00600	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF BIDDERS/OFFERORS
00700	CONTRACT CLAUSES
00800	SPECIAL CONTRACT REQUIREMENTS

ATTACHMENTS:

ATTACHMENT NO.

- | | |
|---|---|
| 1 | SUBMISSION OF EFT INFORMATION TO THE PAYMENT OFFICE |
| 2 | PREAWARD SURVEY |
| 3 | SUBCONTRACTING PLAN |

TECHNICAL SPECIFICATIONS
(SEE TECHNICAL SPECIFICATIONS' TABLE OF CONTENTS FOR
SPECIFICATION SECTIONS INCLUDED IN THIS SOLICITATION/CONTRACT)

DRAWINGS (SEPARATE PACKAGE) (LIST OF DRAWINGS-SECTION 00700)

NOTE:

AS A MINIMUM ANY CONTRACT AWARDED AS A RESULT OF THIS
SOLICITATION SHALL CONSIST OF THE FOLLOWING DOCUMENTS:

STANDARD FORM 1442, SECTIONS 00010, 00700, 00800, TECHNICAL
SPECIFICATIONS AND DRAWINGS, AND ATTACHMENTS AS DESCRIBED IN
CONTRACT DOCUMENT.

SECTION 00600, AS COMPLETED BY AWARDEE, IS INCORPORATED INTO
ANY RESULTANT CONTRACT BY REFERENCE.

SECTION 00100 IS INCLUDED FOR SOLICITATION PURPOSES ONLY. THIS
SECTION WILL BE REMOVED, MAINTAINED IN THE CONTRACT FILE AND
NOT MADE PART OF THE CONTRACT.

AMENDMENTS ARE INCORPORATED INTO THE RESULTANT CONTRACT.

SUBCONTRACTING PLAN (IF REQUIRED) BECOMES AN ATTACHMENT TO AND A
MATERIAL PART OF THE CONTRACT.

**INFORMATION TO OFFERORS OR QUOTERS
SECTION A - COVER SHEET**

*Form Approved
OMB No. 9000-0002
Expires Sep 30, 2000*

The public reporting burden for this collection of information is estimated to average 35 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports (9000-0002), 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302. Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number.

PLEASE DO NOT RETURN YOUR FORM TO THE ABOVE ADDRESS. RETURN COMPLETED FORM TO THE ADDRESS IN BLOCK 4 BELOW.

1. SOLICITATION NUMBER DACW05-00-B-0009	2. (X one) <input checked="" type="checkbox"/> a. INVITATION FOR BID (IFB) <input type="checkbox"/> b. REQUEST FOR PROPOSAL (RFP) <input type="checkbox"/> c. REQUEST FOR QUOTATION (RFQ)	3. DATE/TIME RESPONSE DUE SEE SF-1442, BLOCK 13A
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INSTRUCTIONS

NOTE: The provision entitled "Required Central Contractor Registration" is applicable to most solicitations.

1. If you are not submitting a response, complete the information in Blocks 9 through 11 and return to the issuing office in Block 4 unless a different return address is indicated in Block 7.
2. Responses must set forth full, accurate, and complete information as required by this solicitation (including attachments). "Fill-ins" are provided on Standard Form 18, Standard Form 33, and other solicitation documents. Examine the entire solicitation carefully. The penalty for making false statements is prescribed in 18 U.S.C. 1001.
3. Responses must be plainly marked with the Solicitation Number and the date and local time set forth for bid opening or receipt of proposals in the solicitation document.
4. Information regarding the timeliness of response is addressed in the provision of this solicitation entitled either "Late Submission, Modification and Withdrawal of Bid" or "Instructions to Offerors - Competitive Acquisitions".

4. ISSUING OFFICE <i>(Complete mailing address, including ZIP Code)</i> U.S. ARMY ENGINEER DISTRICT, SACRAMENTO ATTN: CONTRACTING DIV, PLAN ROOM 1325 J STREET SACRAMENTO, CA 95814-2922	5. ITEMS TO BE PURCHASED <i>(Brief description)</i> SEE SF-1442, BLOCK 10. TYPE OF CONTRACT: SEE SECTION 00100, FAR CLAUSE 52.216-1
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6. PROCUREMENT INFORMATION <i>(X and complete as applicable)</i>	
<input checked="" type="checkbox"/> a. THIS PROCUREMENT IS UNRESTRICTED	<input type="checkbox"/> b. THIS PROCUREMENT IS _____ % SET-ASIDE FOR SMALL BUSINESS. THE APPLICABLE SIC CODE IS: _____
<input type="checkbox"/> c. THIS PROCUREMENT IS _____ % SET-ASIDE FOR HUB ZONE CONCERNS. THE APPLICABLE SIC CODE IS: _____	<input type="checkbox"/> d. THIS PROCUREMENT IS RESTRICTED TO FIRMS ELIGIBLE UNDER SECTION 8(a) OF THE SMALL BUSINESS ACT.

7. ADDITIONAL INFORMATION
COMPLETE DETAILS FOR PROPER SUBMISSION OF BID/PROPOSALS ARE FOUND IN SECTIONS 00100, 00600 AND ATTACHMENTS. REMINDER: ACKNOWLEDGE ALL AMENDMENTS (FILL IN BACK PAGE OF SF-1442 OR RETURN SIGNED COPY OF SF-30). IF ANY OF THE AMENDMENTS FURNISHED AMENDED PAGES WHICH ARE PART OF THE BID/PROPOSAL, THE AMENDED PAGES MUST BE USED IN THE BID/PROPOSAL.

8. POINT OF CONTACT FOR INFORMATION			
a. NAME <i>(Last, First, Middle Initial)</i> SEE SECTION 00100		b. ADDRESS <i>(Include Zip Code)</i> 	
c. TELEPHONE NUMBER <i>(Include Area Code and Extension)</i> SEE SECTION 00100	d. E-MAIL ADDRESS SEE SECTION 00100	SEE BLOCK 4 ABOVE	

9. REASONS FOR NO RESPONSE <i>(X all that apply)</i>			
<input type="checkbox"/> a. CANNOT COMPLY WITH SPECIFICATIONS	<input type="checkbox"/> d. DO NOT REGULARLY MANUFACTURE OR SELL THE TYPE OF ITEMS INVOLVED		
<input type="checkbox"/> b. UNABLE TO IDENTIFY THE ITEM(S)	<input type="checkbox"/> e. OTHER <i>(Specify)</i>		
<input type="checkbox"/> c. CANNOT MEET DELIVERY REQUIREMENT			

10. MAILING LIST INFORMATION <i>(X one)</i>	
WE <input type="checkbox"/> DO <input type="checkbox"/> DO NOT DESIRE TO BE RETAINED ON THE MAILING LIST FOR FUTURE PROCUREMENT OF THE TYPE INVOLVED.	

11a. COMPANY NAME	b. ADDRESS <i>(Include Zip Code)</i>
c. ACTION OFFICER	
(1) TYPED OR PRINTED NAME <i>(Last, First, Middle Initial)</i>	(2) TITLE
(3) SIGNATURE	(4) DATE SIGNED (YYYYMMDD)

FOLD

FOLD

FROM

AFFIX
STAMP
HERE

SOLICITATION NUMBER DACW05-00-B-0009	
DATE (YYYYMMDD)	LOCAL TIME

SOLICITATION, OFFER, AND AWARD (Construction, Alteration, or Repair)	1. SOLICITATION NO. DACW05-00-B-0009	2. TYPE OF SOLICITATION <input checked="" type="checkbox"/> SEALED BID (IFB) <input type="checkbox"/> NEGOTIATED (RFP)	3. DATE ISSUED 01-Jun-2000	PAGE OF PAGES 1 OF 171
	IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.			
4. CONTRACT NO.	5. REQUISITION/PURCHASE REQUEST NO. W62N6M00825701		6. PROJECT NO.	
7. ISSUED BY DEPARTMENT OF THE ARMY CORPS OF ENGINEERS, SACRAMENTO 1325 J STREET SACRAMENTO, CA 95814-2922	CODE DACW05	8. ADDRESS OFFER TO (If Other Than Item 7) See Item 7		
9. FOR INFORMATION CALL:	A. NAME Rick Vredenburg		B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) (915) 557-5234	
SOLICITATION				
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".				
10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS (Title, identifying no., date): IDIQ MAINTENANCE DREDGING SACRAMENTO AND STOCKTON DWSC, CA Specification No. 1157 Description: This is an Indefinite Delivery, Indefinite Quantity contract. Work includes mobilization, demobilization, dredging, operation and maintenance of upland dredge disposal area(s) and water quality monitoring along the Stockton and Sacramento Deep Water ship channels. Yearly Value Base Year: Minimum Guaranteed Amount - \$60,000 - NTE \$3,000,000 Option Year 1: Minimum Guaranteed Amount - \$30,000 - NTE \$3,000,000 Option Year 2: Minimum Guaranteed Amount - \$30,000 - NTE \$3,000,000				
11. The Contractor shall begin performance within <u>1</u> calendar days and complete it within <u>365</u> calendar days after receiving <input type="checkbox"/> award, <input checked="" type="checkbox"/> notice to proceed. This performance period is <input checked="" type="checkbox"/> mandatory, <input type="checkbox"/> negotiable. (See 52.211-4582 .)				
12 A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? (If "YES," indicate within how many calendar days after award in Item 12B.) <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO			12B. CALENDAR DAYS 1	
13. ADDITIONAL SOLICITATION REQUIREMENTS: A. Sealed offers in original and <u>0</u> copies to perform the work required are due at the place specified in Item 8 by <u>13:00:00</u> (hour) local time <u>7/6/00</u> (date). If this is a sealed bid solicitation, offers must be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due. B. An offer guarantee <input checked="" type="checkbox"/> is, <input type="checkbox"/> is not required. C. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference. D. Offers providing less than <u>60</u> calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.				

SOLICITATION, OFFER, AND AWARD (Continued)*(Construction, Alteration, or Repair)***OFFER (Must be fully completed by offeror)**

14. NAME AND ADDRESS OF OFFEROR <i>(Include ZIP Code)</i>		15. TELEPHONE NO. <i>(Include area code)</i>	
		16. REMITTANCE ADDRESS <i>(Include only if different than Item 14)</i>	
CODE	FACILITY CODE		

17. The offeror agrees to perform the work required at the prices specified below in strict accordance with the terms of this solicitation, if this offer is accepted by the Government in writing within _____ calendar days after the date offers are due. *(Insert any number equal to or greater than the minimum requirements stated in Item 13D. Failure to insert any number means the offeror accepts the minimum in Item 13D.)*

AMOUNTS	SEE SCHEDULE OF PRICES
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18. The offeror agrees to furnish any required performance and payment bonds.

19. ACKNOWLEDGMENT OF AMENDMENTS*(The offeror acknowledges receipt of amendments to the solicitation -- give number and date of each)*

AMENDMENT NO.										
DATE										

20A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN
OFFER *(Type or print)*

20B. SIGNATURE

20C. OFFER DATE

AWARD (To be completed by Government)

21. ITEMS ACCEPTED:

22. AMOUNT	23. ACCOUNTING AND APPROPRIATION DATA
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24. SUBMIT INVOICES TO ADDRESS SHOWN IN <i>(4 copies unless otherwise specified)</i>	ITEM	25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO <input type="checkbox"/> 10 U.S.C. 2304(c) <input type="checkbox"/> 41 U.S.C. 253(c)
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26. ADMINISTERED BY	CODE	27. PAYMENT WILL BE MADE BY	CODE
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CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE

☐ 28. NEGOTIATED AGREEMENT *(Contractor is required to sign this document and return _____ copies to issuing office.)* Contractor agrees to furnish and deliver all items or perform all work, requisitions identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications or incorporated by reference in or attached to this contract.

☐ 29. AWARD *(Contractor is not required to sign this document.)*

Your offer on this solicitation, is hereby accepted as to the items listed. This award consummates the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.

30A. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN *(Type or print)*

31A. NAME OF CONTRACTING OFFICER *(Type or print)*

30B. SIGNATURE

30C. DATE

31B. UNITED STATES OF AMERICA
BY

31C. AWARD DATE

CONTINUATION OF STANDARD FORM 1442

BLOCK 20D:

(1) IF THE OFFEROR IS A JOINT VENTURE, EACH PARTICIPANT IN THE JOINT VENTURE MUST COMPLETE THE FOLLOWING:

_____ Company Name	_____ Signature	_____ Title
_____ Company Name	_____ Signature	_____ Title
_____ Company Name	_____ Signature	_____ Title

NOTE: If a corporation is participating as a member of a Joint Venture, the certificate below must also be completed and signed.

CORPORATION AUTHORIZATION TO PARTICIPATE IN JOINT VENTURE CERTIFICATE

I, _____, certify that I am the Secretary of the
corporation
(name)
named as a participant in a Joint Venture on this offer; that
_____, who signed said offer on behalf of the corporation,
was
(name)
then _____ of said corporation; that the signature thereto
is
(title)
genuine; that said contract was duly signed, sealed and attested for and in
behalf of said corporation by authority of its governing body; and that the
corporation is authorized to participate in the Joint Venture on this offer.

(Name of Corporation)

(Secretary)

(2) IF THE OFFEROR IS A PARTNERSHIP, LIST FULL NAME OF ALL PARTNERS BELOW. SIGNATURES BY ALL PARTNERS HERE SIGNIFY THAT THE INDIVIDUAL WHO SIGNED THE OFFER IN BLOCK 20B HAS THE AUTHORITY TO BIND THE PARTNERSHIP.

_____ Name	_____ Signature
_____ Name	_____ Signature
_____ Name	_____ Signature

(3) IF THE OFFEROR IS A CORPORATION, THE OFFER SHALL BE SIGNED IN THE CORPORATE NAME FOLLOWED BY THE WORD "BY" AND THE SIGNATURE OF THE PERSON AUTHORIZED TO SIGN THE OFFER IN BLOCK 20B. PROVIDE PROOF THAT THE PERSON SIGNING FOR THE CORPORATION HAS THE AUTHORITY TO BIND THE CORPORATION BY COMPLETING THE FOLLOWING CERTIFICATE:

CONTINUATION OF STANDARD FORM 1442

CORPORATION AUTHORIZATION CERTIFICATE

I, _____, certify that I am the Secretary of
the

(name)

corporation named as offeror in the within offer; that

_____,

(name)

who signed said offer on behalf of the corporation, was then

_____ of said corporation, that the signature

(title)

thereto is genuine; that said contract was duly signed, sealed and attested
for in behalf of said corporation by authority of its governing body.

(Name of Corporation)

(Secretary)

(4) IF THE OFFEROR IS AN INDIVIDUAL DOING BUSINESS AS A FIRM, THE OFFER
SHALL BE SIGNED BY THAT INDIVIDUAL IN BLOCK 20B FOLLOWED BY THE WORDS "AN
INDIVIDUAL DOING BUSINESS AS _____ (INSERT
NAME OF FIRM).

(5) WHEN AN AGENT SIGNS THE OFFER, PROVIDE PROOF OF THE AGENT'S AUTHORITY TO
BIND THE PRINCIPAL.

PRICING SCHEDULE

BASE YEAR - FROM DATE OF AWARD TO 31 MAY 2001

CONTRACTOR SHALL FURNISH ALL PLANT, LABOR, MATERIAL, EQUIPMENT, ETC. NECESSARY TO PERFORM ALL WORK IN STRICT ACCORDANCE WITH THE TERMS AND CONDITIONS SET FORTH IN THE CONTRACT TO INCLUDE ALL ATTACHMENTS THERETO. PRICING SCHEDULE UNIT PRICES WILL BE ADJUSTED WITH DEFLATING FACTOR FORMULA SHOWN BELOW AND IN SECTION 00100, PARAGRAPH, EVALUATION FOR AWARD, TO DETERMINE LOW BID.

LINE ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT OF MEASURE	UNIT PRICE
0001	IDIQ Maintenance Dredging			
0001AA	Mobilization	1	LS	\$_____
0001AB	Incremental Mobilization Between Disposal Sites or Dredging Reaches	1*	0.1 mile	\$_____
0002	Dredging, Disposal, and Water Quality Monitoring with a pumping/1-way transit distance and dredge material consisting of:			

Unclassified dredge material with a depth of cut less than or equal to 2.0 ft

0002AA	pumping less than 5,000'	1*	CY	\$_____
0002AB	pumping between 5,000' and less than 10,000'	1*	CY	\$_____
0002AC	pumping between 10,000' and less than 15,000'	1*	CY	\$_____

Unclassified dredge material with a depth of cut greater than 2.0 ft

0002AD	pumping less than 5,000'	1*	CY	\$_____
0002AE	pumping between 5,000' and less than 10,000'	1*	CY	\$_____
0002AF	pumping between 10,000' and less than 15,000'	1*	CY	\$_____

Classified dredge material (sand) with a depth of cut less than or equal to 2.0 ft

0002AG	pumping less than 5,000'	1*	CY	\$_____
0002AH	pumping between 5,000' and less than 10,000'	1*	CY	\$_____
0002AJ	pumping between 10,000' and less than 15,000'	1*	CY	\$_____

Classified dredge material (sand) with a depth of cut greater than 2.0 ft

0002AK	pumping less than 5,000'	1*	CY	\$_____
0002AL	pumping between 5,000' and less than 10,000'	1*	CY	\$_____
0002AM	pumping between 10,000' and less than 15,000'	1*	CY	\$_____
0003	Disposal Sites			
0003AA	Prep of Class I Disposal Sites	1*	Ea	\$_____
0003AB	Prep of Class II Disposal Sites	1*	Ea	\$_____
0003AC	Disposal site return water pumping (for sites that require return water pumping)	1*	hour	\$_____
0004	Demobilization	1	LS	\$_____

SUBTOTAL BID EVALUATION PRICE (##) \$_____
(BASE YEAR)

NOTE—Material classification is based upon the shoaled area's geographic location

* THE ACTUAL DREDGE QUANTITY CAN VARY BETWEEN 0 AND 600,000 CY FOR THE DREDGING YEAR. THE ACTUAL INCREMENTAL MOBILIZATION BETWEEN DISPOSAL SITES CAN VARY BETWEEN 500 FEET AND 50 MILES. THE NUMBER OF DISPOSAL SITES REQUIRING PREPARATION CAN VARY BETWEEN 1 AND 10 SITES.

(##) BID EVALUATION PRICE. THE BIDDER WILL COMBINE THE ABOVE UNIT PRICES IN ACCORDANCE WITH THE FOLLOWING FORMULA (SEE SECTION 00100) FOR THE PURPOSES OF EVALUATING THE LOW BID:

Bid Evaluation Price Base Year = [(Line item 0001AA x 0.000023) + (line item 0001AB x 0.0114) + (the sum of line items 0002AA thru 0002AM) + (line item 0003AA x 0.000046) + (line item 0003AB x 0.000046) + (line item 0003AC x 0.0027) + (line item 0004 x 0.000023)]

PRICING SCHEDULE

OPTION YEAR 1 - FROM 1 JUNE 2001 TO 31 MAY 2002

CONTRACTOR SHALL FURNISH ALL PLANT, LABOR, MATERIAL, EQUIPMENT, ETC. NECESSARY TO PERFORM ALL WORK IN STRICT ACCORDANCE WITH THE TERMS AND CONDITIONS SET FORTH IN THE CONTRACT TO INCLUDE ALL ATTACHMENTS THERETO. PRICING SCHEDULE UNIT PRICES WILL BE ADJUSTED WITH DEFLATING FACTOR FORMULA SHOWN BELOW AND IN SECTION 00100, PARAGRAPH, EVALUATION FOR AWARD, TO DETERMINE LOW BID.

LINE ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT OF MEASURE	UNIT PRICE
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1001	IDIQ Maintenance Dredging			
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1001AA	Mobilization	1	LS	\$_____
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1001AB	Incremental Mobilization Between Disposal Sites or Dredging Reaches	1*	0.1 mile	\$_____
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1002	Dredging, Disposal, and Water Quality Monitoring with a pumping/1-way transit distance and dredge material consisting of:			
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Unclassified dredge material with a depth of cut less than or equal to 2.0 ft

1002AA	pumping less than 5,000'	1*	CY	\$_____
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1002AB	pumping between 5,000' and less than 10,000'	1*	CY	\$_____
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1002AC	pumping between 10,000' and less than 15,000'	1*	CY	\$_____
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Unclassified dredge material with a depth of cut greater than 2.0 ft

1002AD	pumping less than 5,000'	1*	CY	\$_____
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1002AE	pumping between 5,000' and less than 10,000'	1*	CY	\$_____
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1002AF	pumping between 10,000' and less than 15,000'	1*	CY	\$_____
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Classified dredge material (sand) with a depth of cut less than or equal to 2.0 ft

1002AG	pumping less than 5,000'	1*	CY	\$_____
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1002AH	pumping between 5,000' and less than 10,000'	1*	CY	\$_____
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1002AJ	pumping between 10,000' and less than 15,000'	1*	CY	\$_____
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Classified dredge material (sand) with a depth of cut greater than 2.0 ft

1002AK	pumping less than 5,000'	1*	CY	\$_____
1002AL	pumping between 5,000' and less than 10,000'	1*	CY	\$_____
1002AM	pumping between 10,000' and less than 15,000'	1*	CY	\$_____
1003	Disposal Sites			
1003AA	Prep of Class I Disposal Sites	1*	Ea	\$_____
1003AB	Prep of Class II Disposal Sites	1*	Ea	\$_____
1003AC	Disposal site return water pumping (for sites that require return water pumping)	1*	hour	\$_____
1004	Demobilization	1	LS	\$_____

SUBTOTAL BID EVALUATION PRICE (##) \$_____
(OPTION YEAR 1)

NOTE—Material classification is based upon the shoaled area's geographic location

* THE ACTUAL DREDGE QUANTITY CAN VARY BETWEEN 0 AND 600,000 CY FOR THE DREDGING YEAR. THE ACTUAL INCREMENTAL MOBILIZATION BETWEEN DISPOSAL SITES CAN VARY BETWEEN 500 FEET AND 50 MILES. THE NUMBER OF DISPOSAL SITES REQUIRING PREPARATION CAN VARY BETWEEN 1 AND 10 SITES.

(##) BID EVALUATION PRICE. THE BIDDER WILL COMBINE THE ABOVE UNIT PRICES IN ACCORDANCE WITH THE FOLLOWING FORMULA (SEE SECTION 00100) FOR THE PURPOSES OF EVALUATING THE LOW BID:

Bid Evaluation Price Option Year 1 = [(Line item 1001AA x 0.000023) + (line item 1001AB x 0.0114) + (the sum of line items 1002AA thru 1002AM) + (line item 1003AA x 0.000046) + (line item 1003AB x 0.000046) + (line item 1003AC x 0.0027) + (line item 1004 x 0.000023)]

PRICING SCHEDULE

OPTION YEAR 2 - FROM 1 JUNE 2002 TO 31 MAY 2003

CONTRACTOR SHALL FURNISH ALL PLANT, LABOR, MATERIAL, EQUIPMENT, ETC. NECESSARY TO PERFORM ALL WORK IN STRICT ACCORDANCE WITH THE TERMS AND CONDITIONS SET FORTH IN THE CONTRACT TO INCLUDE ALL ATTACHMENTS THERETO. PRICING SCHEDULE UNIT PRICES WILL BE ADJUSTED WITH DEFLATING FACTOR FORMULA SHOWN BELOW AND IN SECTION 00100, PARAGRAPH, EVALUATION FOR AWARD, TO DETERMINE LOW BID.

LINE ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT OF MEASURE	UNIT PRICE
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2001	IDIQ Maintenance Dredging			
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2001AA	Mobilization	1	LS	\$_____
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2001AB	Incremental Mobilization Between Disposal Sites or Dredging Reaches	1*	0.1 mile	\$_____
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2002	Dredging, Disposal, and Water Quality Monitoring with a pumping/1-way transit distance and dredge material consisting of:			
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Unclassified dredge material with a depth of cut less than or equal to 2.0 ft

2002AA	pumping less than 5,000'	1*	CY	\$_____
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2002AB	pumping between 5,000' and less than 10,000'	1*	CY	\$_____
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2002AC	pumping between 10,000' and less than 15,000'	1*	CY	\$_____
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Unclassified dredge material with a depth of cut greater than 2.0 ft

2002AD	pumping less than 5,000'	1*	CY	\$_____
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2002AE	pumping between 5,000' and less than 10,000'	1*	CY	\$_____
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2002AF	pumping between 10,000' and less than 15,000'	1*	CY	\$_____
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Classified dredge material (sand) with a depth of cut less than or equal to 2.0 ft

2002AG	pumping less than 5,000'	1*	CY	\$_____
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2002AH	pumping between 5,000' and less than 10,000'	1*	CY	\$_____
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2002AJ	pumping between 10,000' and less than 15,000'	1*	CY	\$_____
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Classified dredge material (sand) with a depth of cut greater than 2.0 ft

2002AK	pumping less than 5,000'	1*	CY	\$_____
2002AL	pumping between 5,000' and less than 10,000'	1*	CY	\$_____
2002AM	pumping between 10,000' and less than 15,000'	1*	CY	\$_____
2003	Disposal Sites			
2003AA	Prep of Class I Disposal Sites	1*	Ea	\$_____
2003AB	Prep of Class II Disposal Sites	1*	Ea	\$_____
2003AC	Disposal site return water pumping (for sites that require return water pumping)	1*	hour	\$_____
2004	Demobilization	1	LS	\$_____

SUBTOTAL BID EVALUATION PRICE (##) \$_____
(OPTION YEAR 2)

TOTAL BID EVALUATION PRICE \$_____
(BASE YEAR PLUS OPTION YEARS 1 AND 2)

NOTE—Material classification is based upon the shoaled area's geographic location

* THE ACTUAL DREDGE QUANTITY CAN VARY BETWEEN 0 AND 600,000 CY FOR THE DREDGING YEAR. THE ACTUAL INCREMENTAL MOBILIZATION BETWEEN DISPOSAL SITES CAN VARY BETWEEN 500 FEET AND 50 MILES. THE NUMBER OF DISPOSAL SITES REQUIRING PREPARATION CAN VARY BETWEEN 1 AND 10 SITES.

(##) BID EVALUATION PRICE. THE BIDDER WILL COMBINE THE ABOVE UNIT PRICES IN ACCORDANCE WITH THE FOLLOWING FORMULA (SEE SECTION 00100) FOR THE PURPOSES OF EVALUATING THE LOW BID:

Bid Evaluation Price Option Year 2 = [(Line item 2001AA x 0.000023) + (line item 2001AB x 0.0114) + (the sum of line items 2002AA thru 0002AM) + (line item 2003AA x 0.000046) + (line item 2003AB x 0.000046) + (line item 2003AC x 0.0027) + (line item 2004 x 0.000023)]

ADDITIONAL INSTRUCTIONS:

1. This contract covers the mobilization, demobilization, dredging, operation and maintenance of upland disposal area(s), and water quality monitoring along the Stockton and Sacramento Deep Water Ship Channels for a base year and two option years. Task Orders will be negotiated and priced according to the average depth of cut and the distance between the shoal and the disposal site.

The contract provides for a minimum guaranteed amount of \$60,000 for the base year of the contract.

2. Notwithstanding any other provisions of this solicitation, the award will be made to the lowest responsible and responsive bidder including base year and two option year prices. Bidders must submit prices on all items, including option years.

3. Prices must be submitted on all individual items of this Pricing Schedule. Failure to do so may be cause for rejection of bids.

4. If a modification to a price based on unit price is submitted which provides for a lump sum adjustment to the total estimated price, the applications of the lump sum adjustment to each unit price in the Pricing Schedule must be stated. If it is not stated, the bidder/offeror agrees that the lump sum adjustment shall be applied on a pro rata basis to every unit price in the Pricing Schedule.

5. All extensions of the unit prices shown will be subject to verification by the Government. In case of variation between the unit price and extension, the unit price will be considered to be the price.

6. The bidder/offeror shall distribute his indirect costs (overhead, profit, bond, etc.) over all the items in the Pricing Schedule. The Government will review all submitted Pricing Schedules for any unbalancing of the items. Any submitted Pricing Schedule determined to be unbalanced may be considered nonresponsive and cause the bidder to be ineligible for award.

7. The lump sum, "LS", line items above are not subject to the Variation in Quantity contract clause.

8. Plant and Equipment Schedule - The low bidder as part of the Pre-Award Survey shall submit a properly executed Plant and Equipment Schedule (See Attachments) listing thereon the plant and equipment available to the bidder and scheduled for use on this work.

9. The successful bidder/offeror grants the options listed in the Pricing Schedule to the Government. Exercise of the option occurs upon mailing of written notice to the Contractor. Exercise will be made by the Contracting Officer. The price for exercise of the option includes all work and effort associated with the scope of that item. For determination of lowest bid, see paragraph titled EVALUATION OF OPTIONS in Section 00100 of this solicitation.

10. EFARS 52.214-5000 APPARENT CLERICAL MISTAKES - ARITHMETIC
DISCREPANCIES
(DEC 1995)--EFARS

(a) For the purpose of initial evaluation of bids/offers, the following will be utilized in resolving arithmetic discrepancies found on the face of the Pricing Schedule as submitted by bidders/offerors:

- (1) Obviously misplaced decimal points will be corrected;
- (2) Discrepancy between unit price and extended price, the unit price will govern;
- (3) Apparent errors in extension of unit prices will be corrected;
- (4) Apparent errors in addition of lump-sum and extended prices will be corrected.

(b) For the purpose of bid/offer evaluation, the Government will proceed on the assumption that the bidder/offeror intends the bid/offer to be evaluated on basis of the unit prices, the total arrived at by resolution of arithmetic discrepancies as provided above and the bid/offer will be so reflected on the abstract of bids/offers.

(c) These correction procedures shall not be used to resolve any ambiguity concerning which bid is low.

11. TASK ORDERS

a. Each task order will have a scope of work which will describe the needed work. The major elements of the task order are: mobilization, demobilization, drawings indicating the limits of dredging and available disposal sites, and the need for any incremental mobilization. Accompanying the scope of work will be a request for cost proposal which the Contractor will provide within the specified preparation period. Upon the Contracting Officer's acceptance of the Contractor's cost proposal, a task order will be awarded. A sample task order and the procedures for pricing the task order cost proposal is provided in the Pricing Schedule.

b. The Government may issue multiple task orders in any particular year requiring performance at multiple locations within one or both ship channels. In such instances, the Contractor shall perform the work at multiple locations consecutively and in the order of priority described in the applicable task order(s). Task orders may be delayed or not issued for such reasons as funding limitations, delays due to obtaining the necessary regulatory permits, disposal sites, high river stages, resolution of water quality issues, or other circumstances. The contractor will not be entitled to any compensation for any delays caused by the Government in issuing or awarding task orders within the dredging window of each respective ship channel.

c. Once a task order has been issued, the Contractor will undertake the work in accordance with the Performance Schedule in Section 00800, SPECIAL CONTRACT REQUIREMENTS.

d. The Government intends to issue task orders which cumulatively result in dredging at least 150,000 cubic yards of material during each of the base and option year periods if dredging is required.

e. Initial Task Order: The Government intends to negotiate and issue its first task order as soon as practicable after award of the contract.

12. PRICING OF TASK ORDERS:

(a) Each Task Order will be negotiated according to the requirements described in the Scope of Work. The limits of work will be divided into specific dredging reaches each identified with beginning and ending stationing and disposal site. The depth of cut and pumping/transit distance will be determined in 1000 ft increments within each dredging reach by the Contractor using dredge volume information from the most recent hydrographic survey which will accompany each scope of work. Generally, the

survey information will be based on channel condition soundings collected in the spring of the current dredging year. Using this information, the Contractor will then prepare and submit a cost proposal for the work. Dredging and other related costs will be based on the corresponding unit prices selected from the Pricing Schedule. Adjustments to the unit price may be made if the final dredge quantities for a particular reach will result in a different unit cost due to a change in the depth of cut or pumping/transit distance. Final pay yardage will be determined by pre-dredge and post-dredge construction surveys. The following example describes how the various line items would be computed for a sample task order.

(b) Pumping Distance or 1-way Transit Distance of Hopper Dredge:

For each dredging reach, a starting point will be selected by identifying that portion or end of the reach which is closest to the disposal site landing point. The landing point represents a selected point in the disposal site. The stationing of the landing point is determined by a perpendicular projection of the channel's centerline stationing onto this point. In the case of overlapping disposal sites, the starting point may be between the disposal sites. Starting points in the cost proposal will be selected on the basis of whatever combination represents the overall lowest cost to the Government. From the starting point, the reach will be divided into 1,000' segments and the midpoint of each segment and any fractional portion will be computed. The pumping distance for each segment will be computed as the distance along the channel's centerline stationing between the midpoint of each segment and the landing point of the closest disposal site(s). To this distance, a landing pipe allowance for the particular disposal site will be added (See Section 02881: DREDGING AND DISPOSAL SITE) with adjustments made for an elevated site and the sum will represent the pumping or transit distance for the segments. For sites that do not have a landing point location or pumping distance identified in the specifications, the information will be provided in the Scope of Work. The Contractor may propose the use of landing point locations other than those specified propose in the cost proposal if this results in a lower cost to the Government.

EXAMPLE -- Pumping/Transit Distance:

Determine Starting Point = Sta 645+50;

Determine Landing Line Put in Location = sta 645+50;

Determine mid-points of the 1000' and fractional segments beginning at the starting point:

MP-1 = sta 650+50

MP-2 = sta 660+50

MP-3 = sta 641+75;

SAMPLE TASK ORDER

SCOPE OF WORK: Mobilize dredge to station 645+50 on the Stockton Ship Channel and begin dredging between sta. 638+00 and 665+50. Deposit the 33,000 cy of material onto disposal site S-5. Demobilize when work is completed. See accompanying drawing.

Performance Schedule: 25 days from NTP for mobilization is provided. Dredging will be completed within 30 days from the NTP (e.g., 25 days + 33,000/+6,500 = 31 days). Demobilization from the site will be completed within 55 days from the NTP.

SAMPLE COST PROPOSAL

COST PROPOSAL (provided by the Contractor using pricing procedures discussed below): Costs based on contract pricing schedule.

LINE ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL PRICE
0001AA	Mobilization	1	LS	\$_____	\$_____
0002	Dredging, Disposal, and Water Quality Monitoring with a pumping/1-way transit distance and dredge material consisting of:				
<u>Classified dredge material (sand) with a depth of cut greater than 2.0 ft</u>					
0002AK	pumping less than 5,000'	20,000*	SEGMENT 1 DISPOSAL S-5 CY	\$_____	\$_____
<u>Classified dredge material (sand) with a depth of cut less than or equal to 2.0 ft</u>					
0002AG	pumping less than 5,000'	13,000*	SEGMENT 2+3 DISPOSAL S-5 CY	\$_____	\$_____
0004	Demobilization	1	LS	\$_____	\$_____
TOTAL PRICE					\$_____

* Estimated quantity based on condition soundings

Compute pumping distance (PD) to the mid-point of the segments:
PD-1 = sta 650+50 - sta 645+50 + 500 ft (landing pipe allowance)

$$= 1000 \text{ ft}$$

$$\begin{aligned} \text{PD-2} &= \text{sta } 660+50 - \text{sta } 645+50 + 500 \text{ ft (landing pipe allowance)} \\ &= 2000 \text{ ft} \end{aligned}$$

$$\begin{aligned} \text{PD-3} &= \text{sta } 645+50 - \text{sta } 641+75 + 500 \text{ ft (landing pipe allowance)} \\ &= 875 \text{ ft;} \end{aligned}$$

(c) Average Depth of Cut: For each 1000 ft segment or fraction within a dredging reach, an average depth of cut (DC) will be computed by dividing the required dredge yardage within the segment (required depth plus any material removed directly below the required dredging area polygon and within the allowable overdepth prism) by the area of cut within the segment. The area of cut is the surface area (in plan view) of the polygon bounded by the line indicating the channel's bottom width and the contour line drawn at the required depth. This surface is represented on the task order drawings as the "cross hatched" required dredging area. Any material removed beyond the required dredging area polygon and within the allowable overdepth prism will be paid at the same unit price computed for the required dredging area (i.e., the depth of cut will not be recomputed). A planimeter or computer aided drafting program may be used to compute the area of the polygons. The channel's bottom width will be computed at each channel's authorized depth which will vary between 30 and 35 ft, and at 40 ft when advanced maintenance dredging is authorized. The amount of allowable overdepth, which can vary between 1 and 2 feet, will be specified in the task order. Yardage computations will be determined from the before construction and after construction cross sections developed from Government sounding data using the average end area, TIN, or DTM methods selected at the option of the Government. The projected area of any material along the side slopes of the channel is not included in the quantity computations. Interpolation between stations will be utilized when computing the volume within a segment. The depth of cut shall be rounded to the nearest 0.1 foot or 0.01 meter if the task order is written in metric units.

EXAMPLE -- Average Depth of Cut:

Segment 1: Depth of Cut (DC-1) = V_1/A_1

$$\begin{aligned} \text{volume } (V_1) &= v_1 + v_2 + v_3 = (16,000 + 3,000 + 1,000 \text{ cy}) \\ &= 20,000 * 27 = 540,000 \text{ ft}^3 \end{aligned}$$

$$\text{area } (A_1) = a_1 + a_2 + a_3 = 150,000 + 50,000 + 15,000 = 215,000 \text{ ft}^2$$

$$\underline{\text{DC-1}} = 540,000/215,000 = 2.51 \text{ ft} \sim 2.5 \text{ ft (rounded)}$$

Segment 2: Depth of Cut (DC-2) = V_2/A_2

$$\begin{aligned} \text{volume } (V_2) &= v_4 + v_5 = (4,500 + 6,000 \text{ cy}) \\ &= 10,500 * 27 = 283,500 \text{ ft}^3 \end{aligned}$$

$$\text{area } (A_2) = a_4 + a_5 = 100,000 + 75,000 = 175,000 \text{ ft}^2$$

$$\underline{\text{DC-2}} = 283,500/175,000 = 1.62 \text{ ft} \sim 1.6 \text{ ft (rounded)}$$

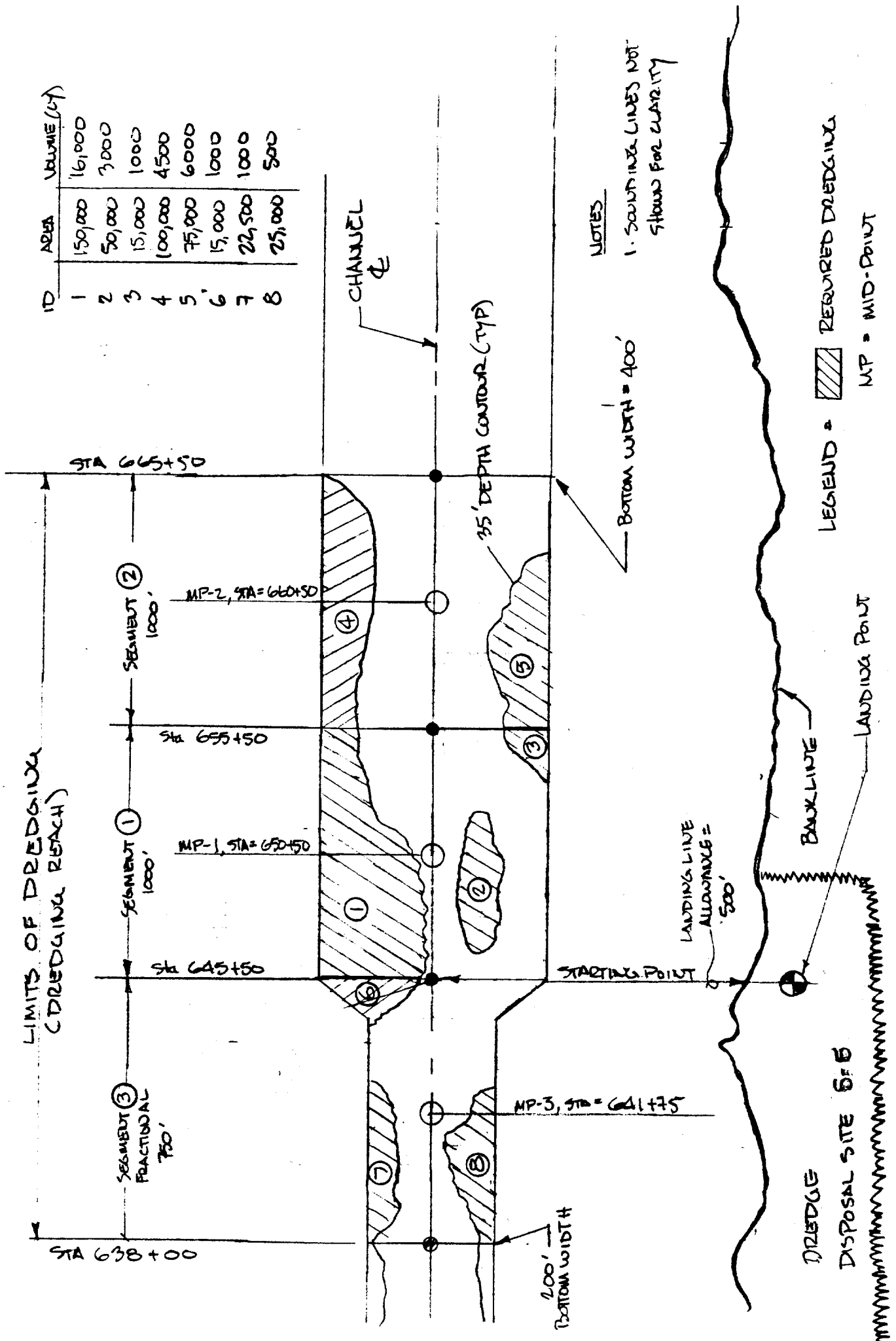
Segment 3: Depth of Cut (DC-3) = V_3/A_3

$$\begin{aligned} \text{volume } (V_3) &= v_6 + v_7 + v_8 = (1,000 + 1,000 + 500 \text{ cy}) \\ &= 2,500 * 27 = 67,500 \text{ ft}^3 \end{aligned}$$

$$\text{area } (A_3) = a_6 + a_7 + a_8 = 15,000 + 22,000 + 25,000 = 62,500 \text{ ft}^2$$

SECTION # AREA VOLUME (CY)

ID	AREA	VOLUME (CY)
1	150,000	16,000
2	50,000	3,000
3	15,000	1,000
4	100,000	4,500
5	75,000	6,000
6	15,000	1,000
7	22,500	1,000
8	25,000	500



SAMPLE DREDGING REACH - NTS

DPB DREDGING CONTRACT SPEC. # 1157

$$\underline{DC-3} = 67,500/62,500 = 1.08 \text{ ft} \sim 1.1 \text{ ft (rounded)}$$

(d) Dredging Unit Cost: Based upon the geographic location of the work, the appropriate dredge material classification in the Pricing Schedule will be determined and the unit cost associated with the average depth of cut and the pumping distance for each segment in the dredging reach will be selected. Note, the costs for disposal site operation & maintenance and water quality monitoring are included in the dredging unit cost per yard computation.

EXAMPLE -- Dredging Unit Cost

Since dredging occurs downstream of station 900+00 in the Stockton Ship Channel, the material is classified as sand.

Segment 1:

Enter the Price Schedule with a depth of cut of 2.5' and a pumping distance of 1000 ft. Select unit cost from line item 0002AK. Calculate the dredging cost for this segment of the dredging reach by multiplying this unit price by the volume within the segment (i.e., 20,000 cy).

Segment 2:

Enter the Price Schedule with a depth of cut of 1.6' and a pumping distance of 2000 ft. Select unit cost from line item 0002AG. Calculate the dredging cost for this segment of the dredging reach by multiplying this unit price by the volume within the segment (i.e., 10,500 cy).

Segment 3:

Enter Price Schedule with a depth of cut of 1.1' and a pumping distance of 875 ft. Select unit cost from line item 0002AG. Calculate the dredging cost for this segment of the dredging reach by multiplying this unit price by the volume within the segment (i.e., 2,500 cy).

(e) Mobilization & Demobilization: Mobilization and demobilization costs will be determined from the Pricing Schedule for the current dredging year. If a multiple task order is issued before the completion date stipulated under a previously issued task order, only incremental (and not a complete mobilization) costs will be paid.

EXAMPLE -- Mobilization & Demobilization: The task order calls for initial mobilization to the dredge site, and then demobilized off the job site.

Mobilization = (Cost from line item 0001AA of the pricing schedule)

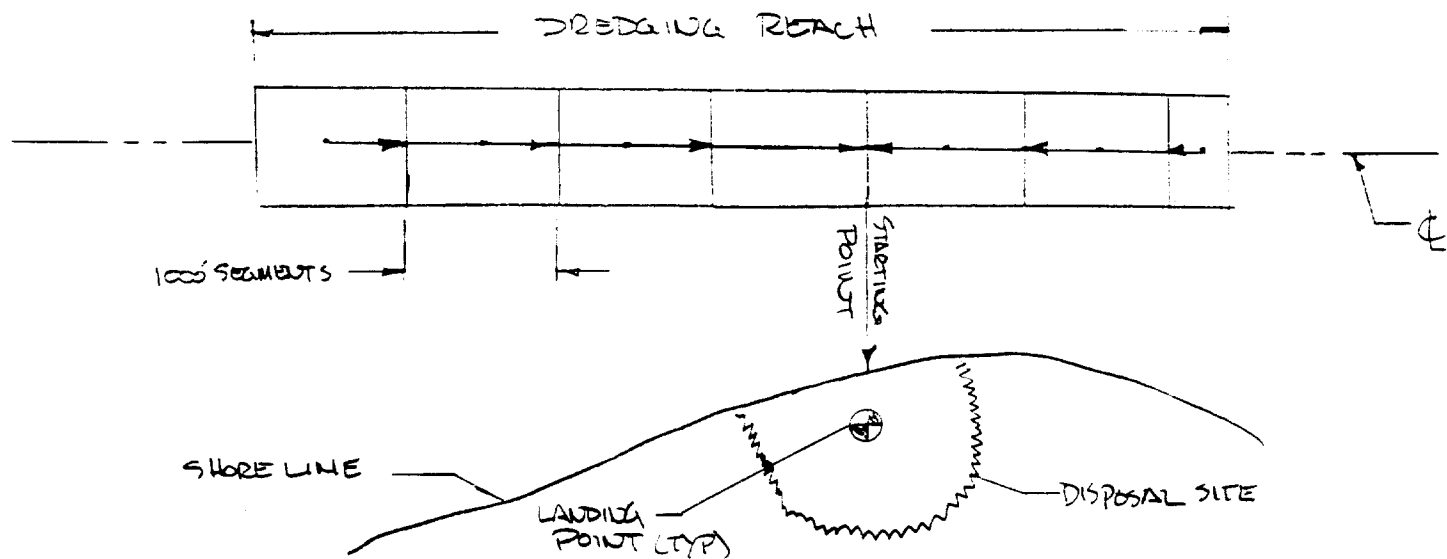
Demobilization = (Cost from line item 0004 of the pricing schedule)

Incremental Mobilization Between Disposal Sites or Dredging Reach = \$0 (only one disposal site is used). If another site was available (i.e., overlapping disposal sites) a second cost proposal using this site would have been submitted and priced in accordance with the measurement and payment section of the specification. Incremental mobilization may cross ship channel boundaries and the unit of measure for payment will be 0.1 miles from line item 0001AB, as explained in Section 02880-2 (1.7.2).

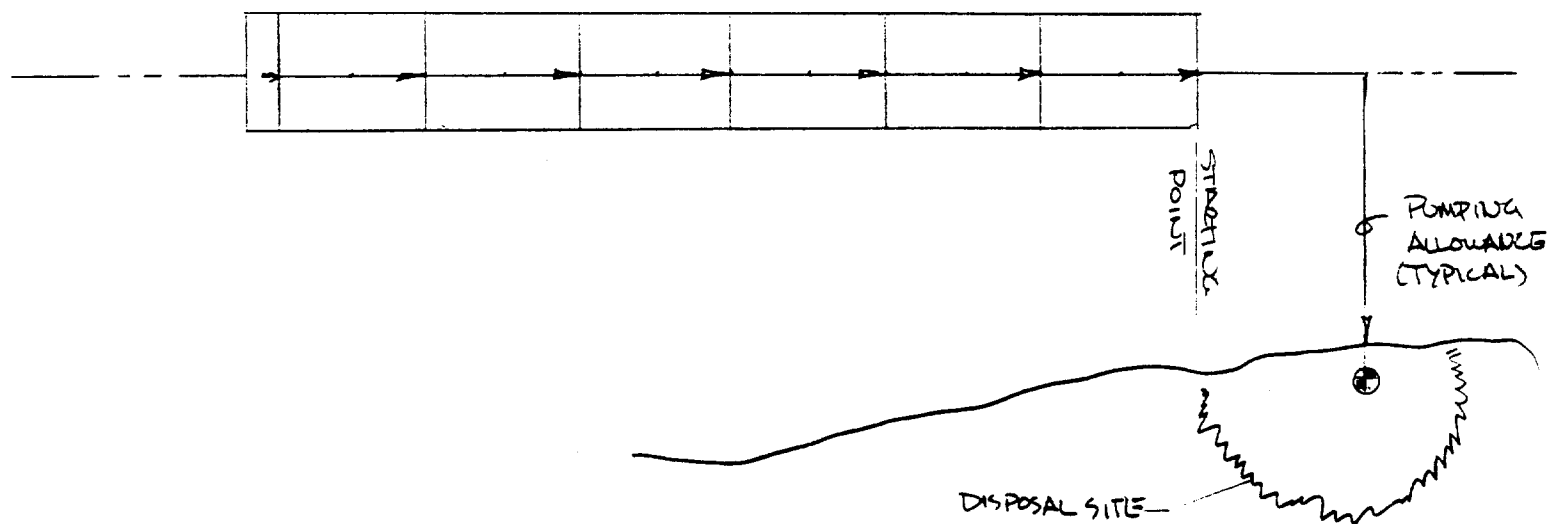
(f) Overlapping Disposal Sites: Due to the close proximity of certain disposal sites within a dredging reach, there may be instances when the dredged material can be deposited between two different disposal sites. The Contractor's price proposal will include costs for both sites (See attached sketches). A determination as to whether a second site will be utilized will be made on the basis of the best interests to the Government.

(g) Preparation of Disposal Site: \$0 (only one disposal site required. The initial mobilization includes a disposal site preparation costs. If required, pricing would be accordance with the measurement and payment section of the specifications).

(h) Disposal site of return water pumping: \$0 (site does not require return water pumping).

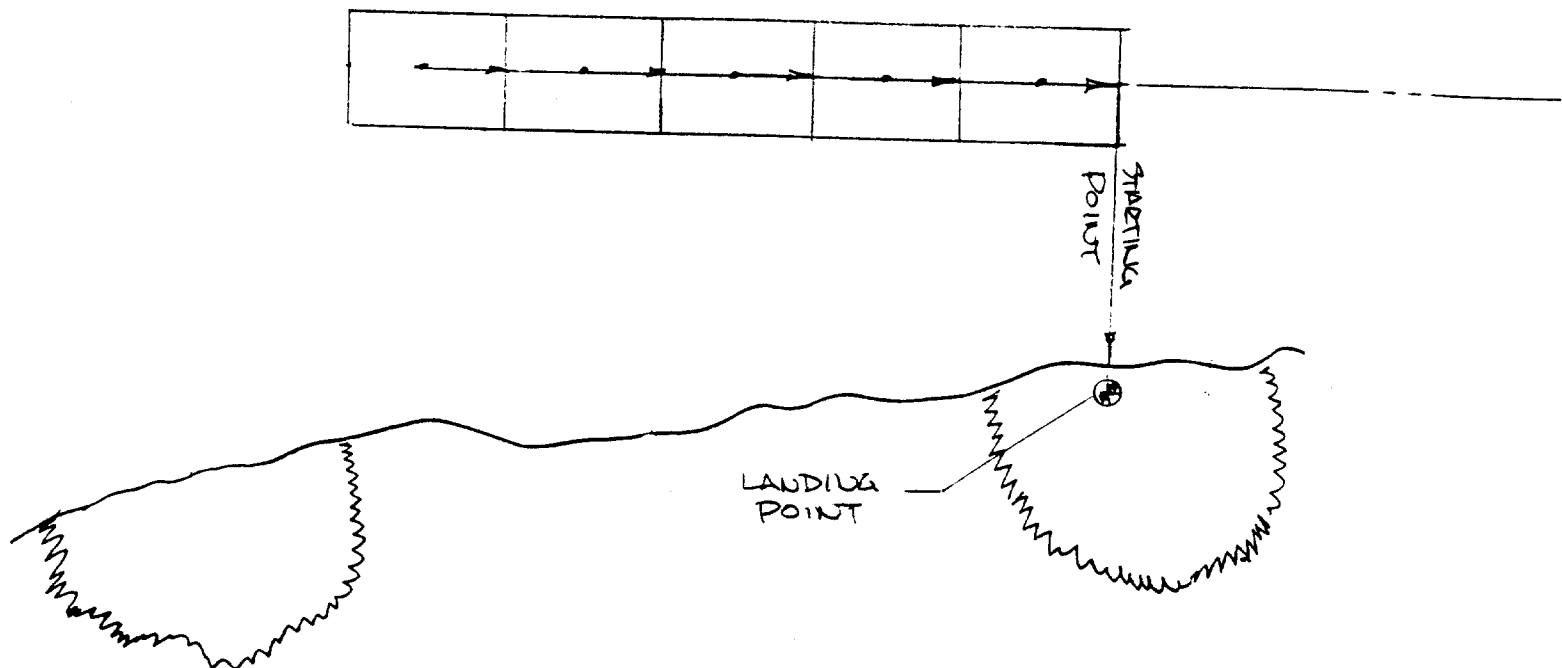
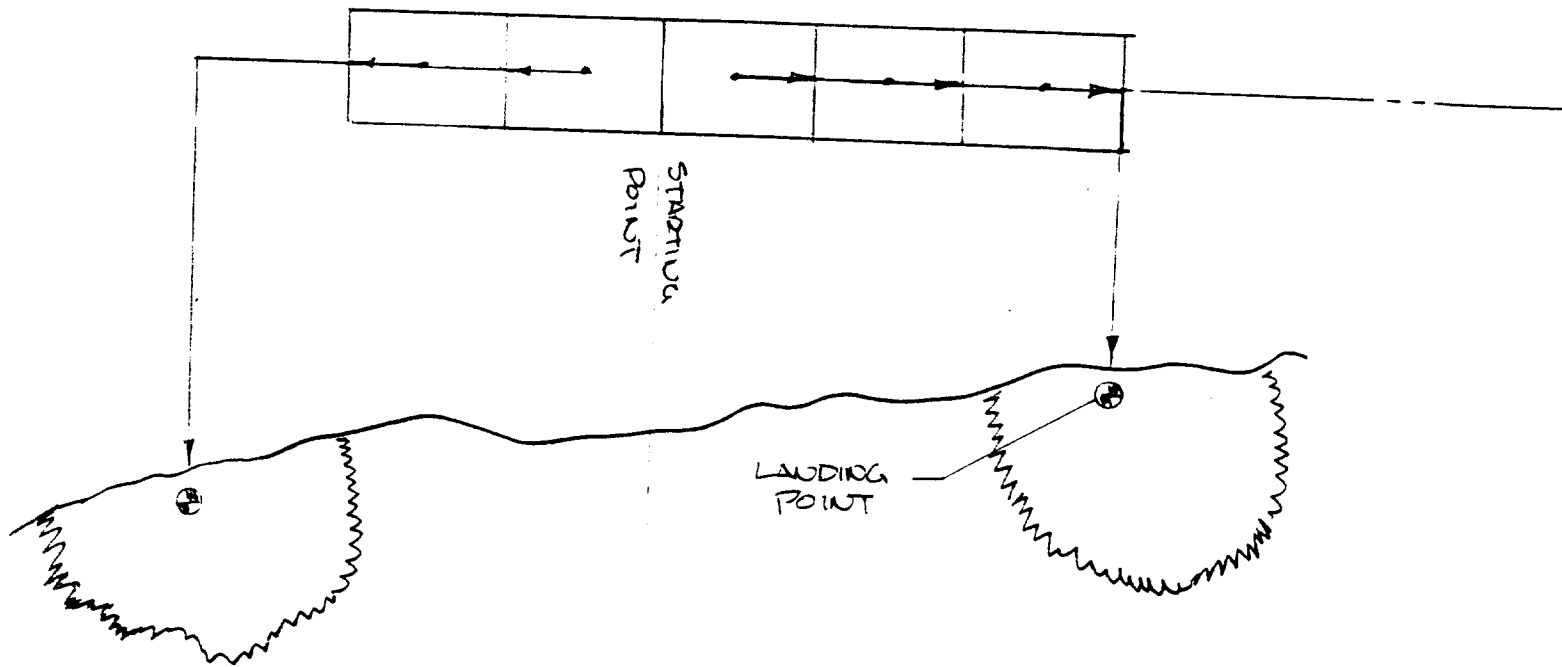


CASE 1
Starting point located within the dredging reach



CASE 2
Starting point located outside of the dredging reach

CASE 3A



CASE 3B

With overlapping disposal sites, the cost proposal must evaluate two conditions: Case 3A condition which has shorter pumping distances, but requires an incremental mobilization between sites. Case 3B uses only one disposal site, but has a longer pumping distance.

General Decision Number CA000006
Superseded General Decision No. CA990006
State: California
Construction Type:
HOPPER DREDGE WORK
County(ies):
STATEWIDE
HOPPER DREDGE CONSTRUCTION PROJECTS
Modification Number Publication Date
0 02/11/2000

COUNTY(ies):
STATEWIDE
SUCA5005B 01/01/1985

	Rates	Fringes
SELF-PROPELLED HOPPER DREDGE:		
Drag tender	8.78	4.23

FOOTNOTE :

Nine paid holidays: New Year's Day, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Paul Hall's Birthday (Aug. 20th), Veterans Day, Thanksgiving Day and Christmas Day.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29 CFR?5.5(a

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U. S. Department of Labor
200 Constitution Avenue, N. W.
Washington, D. C. 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N. W.
Washington, D. C. 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U. S. Department of Labor
200 Constitution Avenue, N. W.
Washington, D. C. 20210

4.) All decisions by the Administrative Review Board are final.

END OF GENERAL DECISION

General Decision Number CA000009
Superseded General Decision No. CA990009
State: California
Construction Type:

BUILDING
DREDGING
HEAVY
HIGHWAY

County(ies):

ALPINE	MODOC	SISKIYOU
AMADOR	NAPA	SOLANO
BUTTE	NEVADA	SONOMA
COLUSA	PLACER	SUTTER
EL DORADO	PLUMAS	TEHAMA
GLENN	SACRAMENTO	TRINITY
LASSEN	SHASTA	YOLO
MARIN	SIERRA	YUBA

BUILDING CONSTRUCTION PROJECTS; DREDGING CONSTRUCTION PROJECTS
(does not include hopper dredge work); HEAVY CONSTRUCTION
PROJECTS (does not include water well drilling); AND HIGHWAY
CONSTRUCTION PROJECTS

AMADOR COUNTY:

BUILDING CONSTRUCTION:

See wage data group ID no. SUCA1002A, only.

Modification Number	Publication Date
0	02/11/2000
1	03/03/2000
2	04/14/2000
3	04/28/2000

COUNTY(ies):

ALPINE	MODOC	SISKIYOU
AMADOR	NAPA	SOLANO
BUTTE	NEVADA	SONOMA
COLUSA	PLACER	SUTTER
EL DORADO	PLUMAS	TEHAMA
GLENN	SACRAMENTO	TRINITY
LASSEN	SHASTA	YOLO
MARIN	SIERRA	YUBA

ASBE0016A 08/01/1999

Rates	Fringes
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INSULATOR/ASBESTOS WORKER

Includes the application of all
insulating materials, protective
coverings, coatings, and finishings
to all types of mechanical systems

36.13	7.41
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ASBE0016H 05/01/1999

Rates	Fringes
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MARIN AND NAPA COUNTIES:

ASBESTOS REMOVAL WORKER/
HAZARDOUS MATERIAL HANDLER

Includes preparation, wetting,
stripping, removal, scrapping,
vacuuming, bagging and disposing
of all insulation materials from
mechanical systems, whether they

contain asbestos or not	22.01	4.28

ASBE0016I 05/01/1999		
	Rates	Fringes
ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SOLANO, SONOMA, SUTTER, TEHAMA, TRINITY, YOLO AND YUBA COUNTIES: ASBESTOS REMOVAL WORKER/ HAZARDOUS MATERIAL HANDLER Includes preparation, wetting, stripping, removal, scrapping, vacuuming, bagging and disposing of all insulation materials from mechanical systems, whether they contain asbestos or not	22.01	4.28

BOIL0092A 10/01/1999		
	Rates	Fringes
BOILERMAKER	29.56	9.81
TUBE WELDER	31.06	9.81

BRCA0003B 08/01/1998		
	Rates	Fringes
MARBLE FINISHER	21.12	4.97

BRCA0003E 07/01/1999		
	Rates	Fringes
ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SUTTER, TEHAMA, YOLO AND YUBA COUNTIES: BRICKLAYER	24.45	7.05
FOOTNOTES:		
Underground work such as tunnel work, sewer work, manholes, catch basins, sewer pipes and telephone conduit shall be paid \$5.00 per day above the regular wage.		
In addition to the daily allowance specified in the preceding sentence, all employees working in direct contact with raw sewage shall receive an additional allowance of \$2.50 per day above the regular wage.		
Fifty cents (\$0.50) per hour extra will be allowed for operating a saw or grinder, provided such work is for the major portion of the day.		
A gunite nozzle person shall receive \$1.00 per hour above the journeyman wage rate.		
On one or two-person light-duty swinging scaffolds, from and including the seventh floor to the sky, \$10.00 per day over and above the regular wage shall be paid. The floors shall be determined by the number on the elevator identity or floor identity.		

BRCA0003F 07/01/1999		
	Rates	Fringes
MARIN, NAPA, SISKIYOU, SOLANO, SONOMA AND TRINITY COUNTIES: BRICKLAYER	29.45	9.75
FOOTNOTES:		
Underground work such as tunnel work, sewer work, manholes, catch basins, sewer pipes and telephone conduit: \$5.00 per day		

additional.

Additionally, for work in direct contact with raw sewage: \$2.50 per day additional.

Operating a saw or grinder: \$0.50 per hour additional.

Gunite nozzle person: \$1.00 per hour additional.

On one or two person light duty swinging scaffolds, from and including the seventh floor to the sky (floors to be determined by the number on the elevator identity or floor identity): \$10.00 per day additional.

BRCA0003P 07/01/1999

	Rates	Fringes
TERRAZZO WORKER	29.33	5.70
TERRAZZO FINISHER	15.56	5.02

FOOTNOTE:

Base machine operator: \$.75 per hour additional.

BRCA0003S 04/01/1998

	Rates	Fringes
ALPINE, AMADOR, MARIN, NAPA, SISKIYOU, SOLANO AND TRINITY COUNTIES:		
TILE SETTER	25.03	7.60
TILE FINISHER	13.06	5.27
SONOMA COUNTY:		
TILE SETTER	21.82	7.60
TILE FINISHER	12.06	5.27

BRCA0003X 08/01/1998

	Rates	Fringes
ALPINE, AMADOR, MARIN, NAPA, SISKIYOU, SOLANO, SONOMA AND TRINITY COUNTIES:		
MARBLE SETTER	25.89	12.92

BRCA0003Y 08/01/1998

	Rates	Fringes
BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SUTTER, TEHAMA, YOLO AND YUBA COUNTIES:		
MARBLE SETTER	24.94	4.35

BRCA0029A 04/02/1993

	Rates	Fringes
BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS SACRAMENTO, SHASTA, SIERRA, SUTTER, TEHAMA, YOLO, AND YUBA COUNTIES		
TILE SETTER	24.98	5.03
TILE FINISHER	15.00	2.40

CARP0003L 08/01/1998

	Rates	Fringes
MARIN, NAPA, SOLANO AND SONOMA COUNTIES:		
DRYWALL INSTALLER/LATHER	26.00	9.725
DRYWALL STOCKER/SCRAPPER	13.00	5.255
REMAINDER OF COUNTIES:		
DRYWALL INSTALLER/LATHER	22.02	9.725
DRYWALL STOCKER/SCRAPPER	11.01	5.255

CARP0012B 09/01/1993		
	Rates	Fringes
ALPINE AND AMADOR COUNTIES:		
TILE FINISHER	12.80	3.12

CARP0034A 07/01/1996		
	Rates	Fringes
DIVERS:		
Diver standby	25.95	12.955
Diver wet pay	37.20	12.955
Tender	25.95	12.955
Saturation diver	45.80	12.955
Manned submersible	45.80	12.955
Manifold operator/life support Technician	29.55	12.955
Remote controlled vehicle-remote operated vehicle pilot	25.95	12.955
Bell winch operator	25.95	12.955
DEPTH PAY (Surface Diving):		
50 to 100 ft \$1.32/ft		
100 to 150 ft \$66.00 + \$1.85/ft		
150 to 200 ft \$158.00 + \$2.65/ft		
200 ft and over \$291.00 + \$3.00/ft		

CARP0034B 07/01/1997		
	Rates	Fringes
ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SUTTER, TEHAMA, TRINITY, YOLO AND YUBA COUNTIES:		
PILEDRIIVER	24.95	12.765
PILEDRIIVER - BRIDGE BUILDER	22.43	10.165
MARIN, NAPA, SOLANO AND SONOMA COUNTIES:		
PILEDRIIVER	24.95	12.765
PILEDRIIVER - BRIDGE BUILDER	25.91	10.165

CARP0035C 07/01/1999		
	Rates	Fringes
ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SUTTER, TEHAMA, TRINITY, YOLO, AND YUBA COUNTIES		
CARPENTER	22.52	10.935
HARDWOOD FLOORLAYER; SHINGLER;		
POWER SAW OPERATOR; STEEL		
SCAFFOLD AND STEEL SHORING		
ERECTOR; SAW FILER	22.67	10.935
BRIDGE BUILDERS	23.52	10.935
MILLWRIGHT	23.17	12.395
MARIN, NAPA, SOLANO AND SONOMA COUNTIES		
CARPENTER	27.00	10.935
HARDWOOD FLOOR LAYER; SHINGLER;		
POWER SAW OPERATOR; STEEL		
SCAFFOLD AND STEEL SHORING		
ERECTOR; SAW FILER	27.15	10.935
BRIDGE BUILDERS	27.00	10.935
MILLWRIGHT	27.00	12.395

FOOTNOTE: Effective 7/1/99 new projects public or private,

vaulued at twenty five million dollars or more shall be paid at thr MARIN, NAPA, SOLANO AND SONOMA COUNTIES counties rate.

CARP0035H 07/01/1999		
	Rates	Fringes
MODULAR FURNITURE INSTALLER	16.87	7.465

ELEC0006B 12/01/1999		
	Rates	Fringes
COMMUNICATIONS AND SYSTEMS WORK:		
Communications and Systems		
Installer	21.32	3%+4.10
Communications and Systems		
Technician	24.28	3%+4.10
SCOPE OF WORK:		
Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access; excluding energy management systems.		
In the Counties of Fresno, Kings and Madera, fire alarm work shall be performed at the current inside wireman total cost package.		

ELEC0077D 02/01/2000		
	Rates	Fringes
MODOC AND SISKIYOU COUNTIES:		
LINE CONSTRUCTION AND OUTSIDE UTILITY TRANSMISSION WORK:		
Cable splicer, lead pole sprayer	29.41	3.5% + 6.85
Line technician, pole sprayer, heavy line equipment operator, line welder	26.52	3.5% + 6.85
Line equipment operator	22.86	3.5% + 5.10
Head ground person, powder worker, jackhammer operator	19.95	3.5% + 5.10
Ground person	18.74	3.5% + 5.10
Tree trimmer	20.57	3.5% + 5.10
Tree trimmer ground person	11.04	3.5% + 5.10

ELEC0180A 08/01/1999		
	Rates	Fringes
NAPA AND SOLANO COUNTIES:		
ELECTRICIANS:		
Electrician	29.05	3% + 7.12
Cable splicer	32.68	3% + 7.12

ELEC0180B 06/01/1996		
	Rates	Fringes
NAPA AND SOLANO COUNTIES		
LINE CONSTRUCTION:		

Line Technician	27.37	3%+6.00
Heavy Equipment Operator	23.26	3%+6.00
Truck Driver; Ground Person	20.53	3%+6.00

ELEC0340C 06/01/1996		
	Rates	Fringes
ALPINE, AMADOR, COLUSA, EL DORADO, NEVADA, PLACER, SACRAMENTO, SIERRA, SUTTER, YOLO, AND YUBA COUNTIES		
ELECTRICAL SUBCONTRACTS \$5 MILLION		
AND OVER:		
Electrician	25.23	3%+7.30
Cable splicer	27.75	3%+7.30
Tunnel work	25.48	3%+7.30
ELECTRICAL SUBCONTRACTS UNDER \$5 MILLION:		
Electrician	24.59	3%+6.05
Cable splicer	27.05	3%+6.05
Tunnel work	24.84	3%+6.05

ELEC0442A 06/01/1996		
	Rates	Fringes
BUTTE, GLENN, MODOC, PLUMAS, SHASTA, SISKIYOU, TEHAMA, AND TRINITY COUNTIES		
ELECTRICIANS:		
Electricians	20.00	3%+6.25
Cable splicers	22.00	3%+6.25
Tunnel work	21.00	3%+6.25

ELEC0442B 06/01/1996		
	Rates	Fringes
BUTTE, GLENN, PLUMAS, SHASTA, TEHAMA, AND TRINITY COUNTIES		
LINE CONSTRUCTION:		
Line technician	20.00	3%+6.25
Cable splicer	22.00	3%+6.25
Ground person	16.00	3%+6.25

ELEC0442C 06/01/1996		
	Rates	Fringes
LASSEN COUNTY (Sierra Army Depot, Herlong):		
ELECTRICIANS:		
Electrician	26.00	3%+6.25
Cable splicer	28.60	3%+6.25
REMAINDER OF LASSEN COUNTY:		
ELECTRICIANS:		
Electrician	20.00	3%+6.25
Cable Splicer	22.00	3%+6.25
Tunnel Work	21.00	3%+6.25

ELEC0442E 06/01/1996		
	Rates	Fringes
LASSEN COUNTY (Sierra Army Depot - Herlong)		
LINE CONSTRUCTION:		
Line Technician	26.00	3%+6.25
Cable Splicer	28.60	3%+6.25
Ground Person	20.80	3%+6.25
LASSEN COUNTY (Remainder)		
LINE CONSTRUCTION:		

Line Technician	20.00	3%+6.25
Cable Splicer	22.00	3%+6.25
Ground Person	16.00	3%+6.25

ELEC0551B 01/01/1996

	Rates	Fringes
MARIN AND SONOMA COUNTIES		
LINE CONSTRUCTION:		
Line Technician	23.51	3%+8.45
Cable Splicer	25.39	3%+8.45
Heavy Equipment Operator	21.16	3%+8.035
Ground Person	18.81	3%+7.62

ELEC0551G 07/01/1997

	Rates	Fringes
MARIN AND SONOMA COUNTIES		
ELECTRICIAN	25.00	3%+8.26

ELEC1245A 06/01/1999

	Rates	Fringes
LINE CONSTRUCTION AND OUTSIDE UTILITY TRANSMISSION WORK:		
Line worker; Cable splicer	30.39	4.5% + 6.78
Powder worker	28.87	4.5% + 6.54
Ground person	19.75	4.5% + 6.50
Equipment specialist (operates crawler tractors, commercial motor vehicles, backhoes, trenchers, cranes (50 tons and below), and overhead and underground distribution line equipment)	25.83	4.5% + 6.50
Line worker, welding	31.91	4.5% + 7.02

SCOPE OF WORK:

All outside work on electrical transmission lines, switchyards and substations, and outside work in electrical utility distribution systems owned, maintained and operated by electrical utility companies, municipalities, or governmental agencies.

ELEV0008A 08/01/1999

	Rates	Fringes
ELEVATOR MECHANIC	40.955	6.935

FOOTNOTE:

Vacation Pay: 8% with 5 or more years of service, 6% for 6 months to 5 years service. Paid Holidays: New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Friday after, and Christmas Day.

ENGI0001B 05/01/1999

	Rates	Fringes
POWER EQUIPMENT OPERATORS		
CRANES AND ATTACHMENTS		
DREDGING		
TUNNEL AND UNDERGROUND		
These areas do not apply to piledrivers and steel erectors.		
AREA 1: BUTTE, MARIN, NAPA, SACRAMENTO, SOLANO, SUTTER, YOLO AND YUBA COUNTIES		
AREA 2: MODOC COUNTY		

The remaining counties are split between Area 1 and Area 2 as noted below:

ALPINE COUNTY:

AREA 1: Area within the line beginning at the northernmost point of Alpine County at the intersection of the California/Nevada state boundary,
Thence southeasterly along the state boundary to the intersection of the northerly line of Township 10N, Range 21E,
Thence westerly to the intersection of said county line and the northerly line of Township 10N, Range 18E,
Thence northerly along said county line to the point of beginning.

AREA 2: Remainder of Alpine County.

AMADOR COUNTY:

AREA 1: Area lying westerly of the east line of Range 14E.

AREA 2: Area lying easterly of the east line of Range 14E.

COLUSA COUNTY:

AREA 1: Area lying easterly of the east line of the following townships: Township 16N, Range 7W; Township 17N, Range 7W; Township 18N, Range 7W.

AREA 2: Remainder of Colusa County.

EL DORADO COUNTY:

AREA 1: Beginning at the point of intersection of the northerly line of El Dorado County with the easterly line of Range 10E,
Thence southwesterly along said county line to the southwest corner of said county,
Thence easterly along said county line to the intersection of the easterly line of Township 8N, Range 14#,
Thence northerly to the northeast corner of Township 10N, Range 14E,
Thence easterly along the 2nd standard parallel north to the intersection of the easterly line of said county,
Thence northerly along said county line to the California/Nevada State Border,
Thence northerly along said border to the northerly line of said county,
Thence westerly along the county line to the intersection with the easterly line of Township 14N, Range 14E,
Thence southerly to the southeast corner of Township 14N, Range 14E,
Thence easterly to the northeast corner of Township 13N, Range 15E,
Thence southerly to the southeast corner of Township 13N, Range 15E,
Thence easterly to the northeast corner of Township 12N, Range 16E,
Thence southerly to the southeast corner of Township 12N, Range 16E,
Thence westerly to the southeast corner of Township 12N, Range 10E,
Thence northerly along the township line to the point of beginning.

AREA 2: Remainder of El Dorado County.

GLENN COUNTY:

AREA 1: Area lying easterly of the east line of the following townships: Township 18N, Range 7W; Township 19N, Range 7W; Township 20N, Range 7W; Township 21N, Range 7W.

AREA 2: Remainder of Glenn County.

LASSEN COUNTY:

AREA 1: Area lying within the following townships: Township 27N, Range 8E; Township 28N, Range 8E; Township 30N, Range 6E; Township 31N, Range 6E; township 32N, Range 6E.

AREA 2: Remainder of Lassen County.

NEVADA COUNTY:

AREA 1: Area lying south and west of the following described line:

Beginning at the point of intersection of the northerly line of Nevada County with the easterly line of Township 18N, Range 10E,
Thence southerly to the southeast corner of Township 18N, Range 10E,
Thence easterly along the township line to the northeast corner of Township 17N, Range 14E,
Thence southerly to the northwest corner of Township 17N, Range 15E,
Thence easterly along the township line to the intersection of the California/Nevada state border.

AREA 2: Remainder of Nevada County.

PLACER COUNTY:

AREA 1: Beginning at the point of intersection of the northerly line of Placer County with the California/Nevada state border,

Thence southwesterly along said county line to the southwest corner of said county,
Thence easterly and northeasterly along said county line to the intersection with the easterly line of Range 10E,
Thence northerly to the northwest corner of Township 15N, Range 11E,
Thence easterly to the northeast corner of Township 15N, Range 11E,
Thence northerly to the northwest corner of Township 16N, Range 12E,
Thence easterly to the northwest corner of Township 16N, Range 12E,
Thence easterly to the northeast corner of Township 16N, Range 14E,
Thence southerly along the range line to the intersection of the southerly line of said county,
Thence easterly along said county line to the California/Nevada state border,
Thence northerly along said border to the point of beginning.

AREA 2: Remainder of Placer County.

PLUMAS COUNTY:

AREA 1: Beginning at the point of intersection of the northerly line of Plumas County with the easterly line of Township 30N, Range 6E,

Thence southerly to the southeast corner of Township 29N, Range 6E,
Thence easterly to the northeast corner of Township 28N, Range 8E,

Thence southerly to the southeast corner of Township 27N,
Range 8E,
Thence westerly to the northeast corner of Township 27N,
Range 7E,
Thence southerly to the southwest corner of Township 23N,
Range 8E,
Thence easterly to the northeast corner of Township 22N,
Range 8E,
Thence southerly to the northwest corner of Township 21N,
Range 9E,
Thence easterly to the intersection of the Plumas County
line,
Thence southwesterly and northwesterly along said county
line to the most northwesterly point of said county,
Thence easterly along said county line to the point of
beginning.

AREA 2: Remainder of Plumas County.

SHASTA COUNTY:

AREA 1: Beginning at the intersection of the southerly line of
Shasta County with the easterly line of Township 29N, Range
9W,

Thence northerly to the southeast corner of Township 30N,
Range 9W,
Thence westerly to the southwest corner of Township 30N,
Range 9W,
Thence northerly along the range line to the intersection
of said county line,
Thence northerly along said county line to the intersection
with the southerly line of Township 35N,
Thence easterly to the southeast corner of Township 35N,
Range 7E,
Thence northerly to the northwest corner of Township 37N,
Range 6W,
Thence easterly to the northeast corner of Township 37N,
Range 6W,
Thence northerly to the northwest corner of Township 38N,
Range 5W,
Thence easterly along said county line to the intersection
with the easterly line of Township 39S, Range 1W,
Thence southerly to the southeast corner of Township 37N,
Range 1W,
Thence easterly to the northeast corner of Township 36N,
Range 3E,
Thence southerly to the northwest corner of Township 35N,
Range 4E,
Thence easterly to the northeast corner of Township 35N,
Range 4E,
Thence southerly to the northwest corner of Township 35N,
Range 5E,
Thence easterly to the northeast corner of Township 35N,
Range 5E,
Thence southerly to the northwest corner of Township 32N,
Range 6E,
Thence easterly to the intersection of said county line and
Township 32N,
Thence southerly and westerly along said county line to the
point of beginning.

AREA 2: Remainder of Shasta County.

SIERRA COUNTY:

AREA 1: Area lying southerly and westerly of a line beginning at a point of intersection of the southerly line of said county with the easterly line of Township 18N, Range 10E,
Thence northerly to the northeast corner of Township 20N, Range 10E,
Thence westerly to the southeast corner of Township 21N, Range 9E,
Thence northerly to the northeast corner of Township 21N, Range 9E,
Thence westerly along the township line to the intersection of the northerly line of said county.

AREA 2: Remainder of Sierra County.

SISKIYOU COUNTY:

AREA 1: Beginning at the point of intersection of the southerly line of Siskiyou County with the easterly line of Range 6W,
Thence northerly to the northeast corner of Township 40N, Range 6W,
Thence westerly to the southwest corner of Township 41N, Range 6W,
Thence northerly to the southeast corner of Township 42N, Range 7W,
Thence westerly to the southwest corner of Township 42N, Range 7W,
Thence northerly to the southeast corner of Township 43N, Range 8W,
Thence westerly to the southwest corner of Township 43N, Range 8W,
Thence northerly along the range line to the California/Oregon border,
Thence easterly along the state border to the intersection with the easterly line of Range 5W,
Thence southerly to the northwest corner of Township 42N, Range 4W,
Thence easterly to the northeast corner of Township 42N, Range 4W,
Thence southerly to the southeast corner of Township 41N, Range 4W,
Thence easterly to the northeast corner of Township 40N, Range 2W,
Thence southerly along the range line to the southerly line of said county,
Thence westerly along said county line to the point of beginning.

AREA 2: Remainder of Siskiyou County.

SONOMA COUNTY:

AREA 1: Area lying easterly and southeasterly of the east line of the following townships:
Township 8N, Range 13W
Township 9N, Range 13W
Township 10N, Range 13W
Township 11N, Range 13W

AREA 2: Remainder of Sonoma County.

TEHAMA COUNTY:

AREA 1: Area lying easterly of the east line of the following townships:

Township 23N, Range 9W
Township 24N, Range 9W
Township 25N, Range 9W
Township 26N, Range 9W
Township 27N, Range 9W
Township 28N, Range 9W
Township 29N, Range 9W

AREA 2: Remainder of Tehama County.

TRINITY COUNTY:

AREA 1: Area lying easterly of the line beginning at the intersection of the easterly line of Township 30N, Range 10W Mount Diablo Meridian (MDM) with the easterly line of Trinity County,

Thence northerly to the northeast corner of Township 30N, Range 10W MDM,
Thence northerly to the northeast corner of Township 30N, Range 10W MDM,
Thence westerly to the southwest corner of Township 31N, Range 10W, MDM,
Thence northerly to the northwest corner of Township 34N, Range 10W MDM,
Thence easterly to the northeast corner of Township 34N, Range 7W, MDM,
Thence northerly to the northwest corner of Township 37N, Range 6W MDM,
Thence easterly to the southwest corner of Township 38N, Range 5W MDM,
Thence northerly to the northeast corner of Township 40N, Range 6W MDM,
Thence westerly to the southwest corner of Township 41N, Range 6W MDM,
Thence northerly to the northwest corner of Township 41N, Range 6W MDM.

Also the area lying westerly of a line beginning at the southeast corner of Township 6N, Range 5E, of the Humboldt Meridian.

AREA 2: Remainder of Trinity County.

ENGI0003B 07/01/1999

	Rates	Fringes
POWER EQUIPMENT OPERATORS:		
DREDGING: CLAMSHELL & DIPPER DREDGING;		
HYDRAULIC SUCTION DREDGING:		
AREA 1:		
Lever person/operator	32.79	11.16
Dredge dozer; Heavy duty		
repair person/welder	27.83	11.16
Booster pump operator; Deck		
engineer; Deck mate; Dredge		
tender; Winch operator	26.71	11.16
Barge person; Deckhand; Fire		
person; Leveehand; Oiler	23.41	11.16
AREA 2:		
Lever person/operator	34.79	11.16
Dredge dozer; Heavy duty		
repair person/welder	29.83	11.16
Booster pump operator; Deck		

engineer; Deck mate; Dredge tender; Winch operator	28.71	11.16
Barge person; Deckhand; Fire- person; Levee hand; Oiler	25.41	11.16

ENGI0003D 07/01/1999

	Rates	Fringes
ALPINE, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NAPA, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SONOMA, SUTTER, TEHAMA, TRINITY, YOLO AND YUBA COUNTIES:		

BUILDING CONSTRUCTION:

POWER EQUIPMENT OPERATORS:

AREA 1:

GROUP 1	30.40	12.79
GROUP 2	28.95	12.79
GROUP 3	27.55	12.79
GROUP 4	26.22	12.79
GROUP 5	25.01	12.79
GROUP 6	23.74	12.79
GROUP 7	22.65	12.79
GROUP 8	21.57	12.79
GROUP 8-A	19.45	12.79

AREA 2:

GROUP 1	32.40	12.79
GROUP 2	30.95	12.79
GROUP 3	29.55	12.79
GROUP 4	28.22	12.79
GROUP 5	27.01	12.79
GROUP 6	25.74	12.79
GROUP 7	24.65	12.79
GROUP 8	23.57	12.79
GROUP 8-A	21.45	12.79

POWER EQUIPMENT OPERATORS - ALL CRANES AND ATTACHMENTS:

AREA 1:

GROUP 1	31.25	12.79
Truck crane oiler	24.59	12.79
Oiler	22.42	12.79
GROUP 2	29.56	12.79
Truck crane oiler	24.35	12.79
Oiler	22.20	12.79
GROUP 3	27.92	12.79
Truck crane oiler	24.11	12.79
Hydraulic	23.74	12.79
Oiler	21.95	12.79

AREA 2:

GROUP 1	33.25	12.79
Truck crane oiler	26.59	12.79
Oiler	24.42	12.79
GROUP 2	31.56	12.79
Truck crane oiler	26.35	12.79
Oiler	24.20	12.79
GROUP 3	29.92	12.79
Truck crane oiler	26.11	12.79
Hydraulic	25.74	12.79
Oiler	23.95	12.79

POWER EQUIPMENT OPERATORS - PILEDRIVERS:

GROUP 1	31.56	12.79
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Truck crane oiler	24.91	12.79
Oiler	22.74	12.79
GROUP 2	29.85	12.79
Truck crane oiler	24.68	12.79
Oiler	22.49	12.79
GROUP 3	28.24	12.79
Truck crane oiler	24.41	12.79
Oiler	22.26	12.79
GROUP 4	26.54	12.79
GROUP 5	24.04	12.79
GROUP 6	21.90	12.79
POWER EQUIPMENT OPERATORS - STEEL ERECTION:		
GROUP 1	32.19	12.79
Truck crane oiler	25.20	12.79
Oiler	23.06	12.79
GROUP 2	30.48	12.79
Truck crane oiler	24.98	12.79
Oiler	22.81	12.79
GROUP 3	29.09	12.79
Truck crane oiler	24.73	12.79
Hydraulic	24.35	12.79
Oiler	22.58	12.79
GROUP 4	27.16	12.79
GROUP 5	25.91	12.79
HEAVY AND HIGHWAY CONSTRUCTION:		
POWER EQUIPMENT OPERATORS:		
AREA 1:		
GROUP 1	31.82	12.79
GROUP 2	30.29	12.79
GROUP 3	28.81	12.79
GROUP 4	27.43	12.79
GROUP 5	26.16	12.79
GROUP 6	24.84	12.79
GROUP 7	23.70	12.79
GROUP 8	22.56	12.79
GROUP 8-A	20.35	12.79
AREA 2:		
GROUP 1	33.82	12.79
GROUP 2	32.29	12.79
GROUP 3	30.81	12.79
GROUP 4	29.43	12.79
GROUP 5	28.16	12.79
GROUP 6	26.84	12.79
GROUP 7	25.70	12.79
GROUP 8	24.56	12.79
GROUP 8-A	22.35	12.79
POWER EQUIPMENT OPERATORS - ALL CRANES AND ATTACHMENTS:		
AREA 1:		
GROUP 1	32.70	12.79
Truck crane oiler	25.73	12.79
Oiler	23.44	12.79
GROUP 2	30.94	12.79
Truck crane oiler	25.47	12.79
Oiler	23.23	12.79
GROUP 3	29.20	12.79
Truck crane oiler	25.23	12.79
Hydraulic	24.84	12.79

Oiler	22.95	12.79
AREA 2:		
GROUP 1	34.70	12.79
Truck crane oiler	27.73	12.79
Oiler	25.44	12.79
GROUP 2	32.94	12.79
Truck crane oiler	27.47	12.79
Oiler	25.23	12.79
GROUP 3	31.20	12.79
Truck crane oiler	27.23	12.79
Hydraulic	26.84	12.79
Oiler	24.95	12.79
POWER EQUIPMENT OPERATORS - PILEDRIVERS:		
GROUP 1	33.04	12.79
Truck crane oiler	26.06	12.79
Oiler	23.78	12.79
GROUP 2	31.22	12.79
Truck crane oiler	25.81	12.79
Oiler	23.51	12.79
GROUP 3	29.54	12.79
Truck crane oiler	25.52	12.79
Oiler	23.29	12.79
GROUP 4	27.77	12.79
GROUP 5	25.13	12.79
GROUP 6	22.90	12.79
POWER EQUIPMENT OPERATORS - STEEL ERECTORS:		
GROUP 1	33.67	12.79
Truck crane oiler	26.35	12.79
Oiler	24.12	12.79
GROUP 2	31.90	12.79
Truck crane oiler	26.13	12.79
Oiler	23.85	12.79
GROUP 3	30.42	12.79
Truck crane oiler	25.86	12.79
Hydraulic	25.47	12.79
Oiler	23.63	12.79
GROUP 4	28.40	12.79
GROUP 5	27.10	12.79

FOOTNOTE:

Work suspended by ropes or cables, or work on a Yo-Yo Cat: \$.60 per hour additional.

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Operator of helicopter (when used in erection work); Hydraulic excavator, 7 cu. yds. and over; Power shovels, over 7 cu. yds.

GROUP 2: Highline cableway; Hydraulic excavator, 3-1/2 cu. yds. up to 7 cu. yds.; Power blade operator (finish); Power shovels, over 1 cu. yd. up to and including 7 cu. yds. m.r.c.

GROUP 3: Asphalt milling machine; Cable backhoe; Combination backhoe and loader over 3/4 cu. yds.; Continuous flight tie back machine; Crane mounted continuous flight tie back machine; Crane mounted drill attachment, tonnage to apply; Dozer, slope brd; Gradall; Hydraulic excavator, up to 3 1/2 cu. yds.; Loader 4 cu. yds. and over; Multiple engine scraper (when used as push pull); Power shovels, up to and including 1 cu. yd.; Pre-stress wire wrapping machine; Side boom cat, 572 or larger; Track loader 4 cu. yds. and over; Wheel excavator (up to and including 750 cu.

yds. per hour)

GROUP 4: Asphalt plant engineer/box person; Chicago boom; Combination backhoe and loader up to and including 3/4 cu. yd.; Concrete batch plant (wet or dry); Dozer and/or push cat; Pull-type elevating loader; Gradesetter, grade checker (mechanical or otherwise); Grooving and grinding machine; Heading shield operator; Heavy-duty drilling equipment, Hughes, LDH, Watson 3000 or similar; Heavy-duty repairperson and/or welder; Lime spreader; Loader under 4 cu. yds.; Lubrication and service engineer (mobile and grease rack); Mechanical finishers or spreader machine (asphalt, Barber-Greene and similar); Miller Formless M-9000 slope paver or similar; Portable crushing and screening plants; Power blade support; Roller operator, asphalt; Rubber-tired scraper, self-loading (paddle-wheels, etc.); Rubber-tired earthmoving equipment (scrapers); Slip form paver (concrete); Small tractor with drag; Soil stabilizer (P & H or equal); Timber skidder; Track loader up to 4 yds.; Tractor-drawn scraper; Tractor, compressor drill combination; Welder; Woods-Mixer (and other similar Pugmill equipment)

GROUP 5: Cast-in-place pipe laying machine; Combination slusher and motor operator; Concrete conveyor or concrete pump, truck or equipment mounted; Concrete conveyor, building site; Concrete pump or pumpcrete gun; Drilling equipment, Watson 2000, Texoma 700 or similar; Drilling and boring machinery, horizontal (not to apply to waterliners, wagon drills or jackhammers); Concrete mixer/all; Person and/or material hoist; Mechanical finishers (concrete) (Clary, Johnson, Bidwell Bridge Deck or similar types); Mechanical burm, curb and/or curb and gutter machine, concrete or asphalt; Mine or shaft hoist; Portable crusher; Power jumbo operator (setting slip-forms, etc., in tunnels); Screed (automatic or manual); Self-propelled compactor with dozer; Tractor with boom D6 or smaller; Trenching machine, maximum digging capacity over 5 ft. depth; Vermeer T-600B rock cutter or similar

GROUP 6: Armor-Coater (or similar); Ballast jack tamper; Boom-type backfilling machine; Assistant plant engineer; Bridge and/or gantry crane; Chemical grouting machine, truck-mounted; Chip spreading machine operator; Concrete saw (self-propelled unit on streets, highways, airports and canals); Deck engineer; Drilling equipment Texoma 600, Hughes 200 Series or similar up to and including 30 ft. m.r.c.; Drill doctor; Helicopter radio operator; Hydro-hammer or similar; Line master; Skidsteer loader, Bobcat larger than 743 series or similar (with attachments); Locomotive; Lull hi-lift or similar; Oiler, truck mounted equipment; Pavement breaker, truck-mounted, with compressor combination; Paving fabric installation and/or laying machine; Pipe bending machine (pipelines only); Pipe wrapping machine (tractor propelled and supported); Screed (except asphaltic concrete paving); Self-propelled pipeline wrapping machine; Soils & materials tester; Tractor

GROUP 7: Ballast regulator; Boom truck or dual-purpose A-frame truck, non-rotating - under 15 tons; Truck-mounted rotating telescopic boom type lifting device, Manitex or similar (boom truck) - under 15 tons; Cary lift or similar; Combination slurry mixer and/or cleaner; Drilling equipment, 20 ft. and under m.r.c.; Firetender (hot plant); Grouting machine operator; Highline cableway signalperson; Stationary belt loader (Kolman or

similar); Lift slab machine (Vagtborg and similar types); Maginnes internal full slab vibrator; Material hoist (1 drum); Mechanical trench shield; Pavement breaker with or without compressor combination); Pipe cleaning machine (tractor propelled and supported); Post driver; Roller (except asphalt); Chip Seal; Self-propelled automatically applied concrete curing machine (on streets, highways, airports and canals); Self-propelled compactor (without dozer); Signalperson; Slip-form pumps (lifting device for concrete forms); Tie spacer; Tower mobile; Trenching machine, maximum digging capacity up to and including 5 ft. depth; Truck-type loader

GROUP 8: Bit sharpener; Boiler tender; Box operator; Brakeperson; Combination mixer and compressor (shotcrete/gunite); Compressor operator; Deckhand; Fire tender; Forklift (under 20 ft.); Generator; Guniting/shotcrete equipment operator; Hydraulic monitor; Ken seal machine (or similar); Mixermobile; Oiler; Pump operator; Refrigeration plant; Reservoir-debris tug (self-propelled floating); Ross Carrier (construction site); Rotomist operator; Self-propelled tape machine; Shuttlecar; Self-propelled power sweeper operator; Slusher operator; Surface heater; Switchperson; Tar pot firetender; Tugger hoist, single drum; Vacuum cooling plant; Welding machine (powered other than by electricity)

GROUP 8-A: Elevator operator; Skidsteer loader - Bobcat 743 series or smaller, and similar (without attachments); Mini excavator under 25 H.P. (backhoe - trencher)

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

ALL CRANES AND ATTACHMENTS

GROUP 1: Clamshell and dragline over 7 cu. yds.; Crane, over 100 tons; Derrick, over 100 tons; Derrick barge pedestal-mounted, over 100 tons; Self-propelled boom-type lifting device, over 100 tons

GROUP 2: Clamshell and dragline over 1 cu. yd. up to and including 7 cu. yds.; Crane, over 45 tons up to and including 100 tons; Derrick barge, 100 tons and under; Self-propelled boom-type lifting device, over 45 tons; Tower crane

GROUP 3: Clamshell and dragline up to and including 1 cu. yd.; Crane, 45 tons and under; Self-propelled boom-type lifting device, 45 tons and under; Truck-mounted rotating telescopic boom type lifting device, Manitex or similar (boom truck) - under 15 tons; Boom truck or dual purpose A-frame truck, non-rotating, over 15 tons

POWER EQUIPMENT OPERATORS - PILEDRIVERS

GROUP 1: Derrick barge pedestal mounted over 100 tons; Clamshell over 7 cu. yds.; Self-propelled boom-type lifting device over 100 tons; Truck crane or crawler, land or barge mounted over 100 tons

GROUP 2: Derrick barge pedestal mounted 45 tons to and including 100 tons; Clamshell up to and including 7 cu. yds.; Self-propelled boom-type lifting device over 45 tons; Truck crane or crawler, land or barge mounted, over 45 tons up to and including 100 tons

GROUP 3: Derrick barge pedestal mounted under 45 tons; Self-propelled boom-type lifting device 45 tons and under; Skid/scow piledriver, any tonnage; Truck crane or crawler, land or barge mounted 45 tons and under

GROUP 4: Assistant operator in lieu of assistant to engineer;

Forklift, 10 tons and over; Heavy-duty repairperson/welder
 GROUP 5: Deck engineer
 GROUP 6: Deckhand; Fire tender
 POWER EQUIPMENT OPERATORS - STEEL ERECTORS
 GROUP 1: Crane over 100 tons; Derrick over 100 tons; Self-propelled boom-type lifting device over 100 tons
 GROUP 2: Crane over 45 tons to 100 tons; Derrick under 100 tons; Self-propelled boom-type lifting device over 45 tons to 100 tons; Tower crane
 GROUP 3: Crane, 45 tons and under; Self-propelled boom-type lifting device, 45 tons and under
 GROUP 4: Chicago boom; Forklift, 10 tons and over; Heavy-duty repair person/welder
 GROUP 5: Boom cat

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	Rates	Fringes
MARIN AND SOLANO COUNTIES:		
POWER EQUIPMENT OPERATORS:		
GROUP 1	31.82	12.59
GROUP 2	30.29	12.59
GROUP 3	28.81	12.59
GROUP 4	27.43	12.59
GROUP 5	26.16	12.59
GROUP 6	24.84	12.59
GROUP 7	23.70	12.59
GROUP 8	22.56	12.59
GROUP 8-A	20.35	12.59
POWER EQUIPMENT OPERATORS - ALL CRANES AND ATTACHMENTS:		
GROUP 1	32.70	12.59
Truck crane oiler	25.73	12.59
Oiler	23.44	12.59
GROUP 2	30.94	12.59
Truck crane oiler	25.47	12.59
Oiler	23.23	12.59
GROUP 3	29.20	12.59
Truck crane oiler	25.23	12.59
Hydraulic	24.84	12.59
Oiler	22.95	12.59
POWER EQUIPMENT OPERATORS - PILEDRIVERS:		
GROUP 1	33.04	12.59
Truck crane oiler	26.06	12.59
Oiler	23.78	12.59
GROUP 2	31.22	12.59
Truck crane oiler	25.81	12.59
Oiler	23.51	12.59
GROUP 3	29.54	12.59
Truck crane oiler	25.52	12.59
Oiler	23.29	12.59
GROUP 4	27.77	12.59
GROUP 5	25.13	12.59
GROUP 6	22.90	12.59
POWER EQUIPMENT OPERATORS - STEEL ERECTORS:		
GROUP 1	33.67	12.59
Truck crane oiler	26.35	12.59
Oiler	24.12	12.59
GROUP 2	31.90	12.59

Truck crane oiler	26.13	12.59
Oiler	23.85	12.59
GROUP 3	30.42	12.59
Truck crane oiler	25.86	12.59
Hydraulic	25.47	12.59
Oiler	23.63	12.59
GROUP 4	28.40	12.59
GROUP 5	27.10	12.59

FOOTNOTE:

Work suspended by ropes or cables, or work on a Yo-Yo Cat: \$.60 per hour additional.

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Operator of helicopter (when used in erection work); Hydraulic excavator, 7 cu. yds. and over; Power shovels, over 7 cu. yds.

GROUP 2: Highline cableway; Hydraulic excavator, 3-1/2 cu. yds. up to 7 cu. yds.; Power blade operator (finish); Power shovels, over 1 cu. yd. up to and including 7 cu. yds. m.r.c.

GROUP 3: Asphalt milling machine; Cable backhoe; Combination backhoe and loader over 3/4 cu. yds.; Continuous flight tie back machine; Crane mounted continuous flight tie back machine; Crane mounted drill attachment, tonnage to apply; Dozer, slope brd; Gradall; Hydraulic excavator, up to 3 1/2 cu. yds.; Loader 4 cu. yds. and over; Multiple engine scraper (when used as push pull); Power shovels, up to and including 1 cu. yd.; Pre-stress wire wrapping machine; Side boom cat, 572 or larger; Track loader 4 cu. yds. and over; Wheel excavator (up to and including 750 cu. yds. per hour)

GROUP 4: Asphalt plant engineer/box person; Chicago boom; Combination backhoe and loader up to and including 3/4 cu. yd.; Concrete batch plant (wet or dry); Dozer and/or push cat; Pull-type elevating loader; Gradesetter, grade checker (mechanical or otherwise); Grooving and grinding machine; Heading shield operator; Heavy-duty drilling equipment, Hughes, LDH, Watson 3000 or similar; Heavy-duty repairperson and/or welder; Lime spreader; Loader under 4 cu. yds.; Lubrication and service engineer (mobile and grease rack); Mechanical finishers or spreader machine (asphalt, Barber-Greene and similar); Miller Formless M-9000 slope paver or similar; Portable crushing and screening plants; Power blade support; Roller operator, asphalt; Rubber-tired scraper, self-loading (paddle-wheels, etc.); Rubber-tired earthmoving equipment (scrapers); Slip form paver (concrete); Small tractor with drag; Soil stabilizer (P & H or equal); Timber skidder; Track loader up to 4 yds.; Tractor-drawn scraper; Tractor, compressor drill combination; Welder; Woods-Mixer (and other similar Pugmill equipment)

GROUP 5: Cast-in-place pipe laying machine; Combination slusher and motor operator; Concrete conveyor or concrete pump, truck or equipment mounted; Concrete conveyor, building site; Concrete pump or pumpcrete gun; Drilling equipment, Watson 2000, Texoma 700 or similar; Drilling and boring machinery, horizontal (not to apply to waterliners, wagon drills or jackhammers); Concrete mixer/all; Person and/or material hoist; Mechanical finishers (concrete) (Clary, Johnson, Bidwell Bridge Deck or similar types); Mechanical burm, curb and/or curb and gutter machine, concrete or asphalt; Mine or shaft hoist; Portable crusher; Power jumbo operator (setting slip-forms, etc., in tunnels);

Screed (automatic or manual); Self-propelled compactor with dozer; Tractor with boom D6 or smaller; Trenching machine, maximum digging capacity over 5 ft. depth; Vermeer T-600B rock cutter or similar

GROUP 6: Armor-Coater (or similar); Ballast jack tamper; Boom-type backfilling machine; Assistant plant engineer; Bridge and/or gantry crane; Chemical grouting machine, truck-mounted; Chip spreading machine operator; Concrete saw (self-propelled unit on streets, highways, airports and canals); Deck engineer; Drilling equipment Texoma 600, Hughes 200 Series or similar up to and including 30 ft. m.r.c.; Drill doctor; Helicopter radio operator; Hydro-hammer or similar; Line master; Skidsteer loader, Bobcat larger than 743 series or similar (with attachments); Locomotive; Lull hi-lift or similar; Oiler, truck mounted equipment; Pavement breaker, truck-mounted, with compressor combination; Paving fabric installation and/or laying machine; Pipe bending machine (pipelines only); Pipe wrapping machine (tractor propelled and supported); Screed (except asphaltic concrete paving); Self-propelled pipeline wrapping machine; Soils & materials tester; Tractor

GROUP 7: Ballast regulator; Boom truck or dual-purpose A-frame truck, non-rotating - under 15 tons; Truck-mounted rotating telescopic boom type lifting device, Manitex or similar (boom truck) - under 15 tons; Cary lift or similar; Combination slurry mixer and/or cleaner; Drilling equipment, 20 ft. and under m.r.c.; Firetender (hot plant); Grouting machine operator; Highline cableway signalperson; Stationary belt loader (Kolman or similar); Lift slab machine (Vagtborg and similar types); Maginnes internal full slab vibrator; Material hoist (1 drum); Mechanical trench shield; Pavement breaker with or without compressor combination; Pipe cleaning machine (tractor propelled and supported); Post driver; Roller (except asphalt); Chip Seal; Self-propelled automatically applied concrete curing machine (on streets, highways, airports and canals); Self-propelled compactor (without dozer); Signalperson; Slip-form pumps (lifting device for concrete forms); Tie spacer; Tower mobile; Trenching machine, maximum digging capacity up to and including 5 ft. depth; Truck-type loader

GROUP 8: Bit sharpener; Boiler tender; Box operator; Brakeperson; Combination mixer and compressor (shotcrete/gunite); Compressor operator; Deckhand; Fire tender; Forklift (under 20 ft.); Generator; Guniting/shotcrete equipment operator; Hydraulic monitor; Ken seal machine (or similar); Mixermobile; Oiler; Pump operator; Refrigeration plant; Reservoir-debris tug (self-propelled floating); Ross Carrier (construction site); Rotomist operator; Self-propelled tape machine; Shuttlecar; Self-propelled power sweeper operator; Slusher operator; Surface heater; Switchperson; Tar pot firetender; Tugger hoist, single drum; Vacuum cooling plant; Welding machine (powered other than by electricity)

GROUP 8-A: Elevator operator; Skidsteer loader - Bobcat 743 series or smaller, and similar (without attachments); Mini excavator under 25 H.P. (backhoe - trencher)

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

ALL CRANES AND ATTACHMENTS

GROUP 1: Clamshell and dragline over 7 cu. yds.; Crane, over 100 tons; Derrick, over 100 tons; Derrick barge pedestal-mounted,

over 100 tons; Self-propelled boom-type lifting device, over 100 tons

GROUP 2: Clamshell and dragline over 1 cu. yd. up to and including 7 cu. yds.; Crane, over 45 tons up to and including 100 tons; Derrick barge, 100 tons and under; Self-propelled boom-type lifting device, over 45 tons; Tower crane

GROUP 3: Clamshell and dragline up to and including 1 cu. yd.; Crane, 45 tons and under; Self-propelled boom-type lifting device, 45 tons and under; Truck-mounted rotating telescopic boom type lifting device, Manitex or similar (boom truck) - under 15 tons; Boom truck or dual purpose A-frame truck, non-rotating, over 15 tons

POWER EQUIPMENT OPERATORS - PILEDRIVERS

GROUP 1: Derrick barge pedestal mounted over 100 tons; Clamshell over 7 cu. yds.; Self-propelled boom-type lifting device over 100 tons; Truck crane or crawler, land or barge mounted over 100 tons

GROUP 2: Derrick barge pedestal mounted 45 tons to and including 100 tons; Clamshell up to and including 7 cu. yds.; Self-propelled boom-type lifting device over 45 tons; Truck crane or crawler, land or barge mounted, over 45 tons up to and including 100 tons

GROUP 3: Derrick barge pedestal mounted under 45 tons; Self-propelled boom-type lifting device 45 tons and under; Skid/scow piledriver, any tonnage; Truck crane or crawler, land or barge mounted 45 tons and under

GROUP 4: Assistant operator in lieu of assistant to engineer; Forklift, 10 tons and over; Heavy-duty repairperson/welder

GROUP 5: Deck engineer

GROUP 6: Deckhand; Fire tender

POWER EQUIPMENT OPERATORS - STEEL ERECTORS

GROUP 1: Crane over 100 tons; Derrick over 100 tons; Self-propelled boom-type lifting device over 100 tons

GROUP 2: Crane over 45 tons to 100 tons; Derrick under 100 tons; Self-propelled boom-type lifting device over 45 tons to 100 tons; Tower crane

GROUP 3: Crane, 45 tons and under; Self-propelled boom-type lifting device, 45 tons and under

GROUP 4: Chicago boom; Forklift, 10 tons and over; Heavy-duty repair person/welder

GROUP 5: Boom cat

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	Rates	Fringes
POWER EQUIPMENT OPERATORS:		
TUNNEL AND UNDERGROUND WORK:		
AREA 1:		
UNDERGROUND:		
GROUP 1-A	30.29	12.79
GROUP 1	27.82	12.79
GROUP 2	26.56	12.79
GROUP 3	25.23	12.79
GROUP 4	24.09	12.79
GROUP 5	22.95	12.79
SHAFTS, STOPES AND RAISES:		
GROUP 1-A	30.39	12.79
GROUP 1	27.92	12.79

GROUP 2	26.66	12.79
GROUP 3	25.33	12.79
GROUP 4	24.19	12.79
GROUP 5	23.05	12.79
AREA 2:		
UNDERGROUND:		
GROUP 1-A	32.29	12.79
GROUP 1	29.82	12.79
GROUP 2	28.56	12.79
GROUP 3	27.23	12.79
GROUP 4	26.09	12.79
GROUP 5	24.95	12.79
SHAFTS, STOPES AND RAISES:		
GROUP 1-A	32.39	12.79
GROUP 1	29.92	12.79
GROUP 2	28.66	12.79
GROUP 3	27.33	12.79
GROUP 4	26.19	12.79
GROUP 5	25.05	12.79

FOOTNOTE:

Work suspended by ropes or cables, or work on a Yo-Yo Cat: \$.60 per hour additional.

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1-A: Tunnel bore machine operator, 20' diameter or more
 GROUP 1: Heading shield operator; Heavy-duty repairperson/welder; Mucking machine (rubber tired, rail or track type); Raised bore operator (tunnels); Tunnel mole bore operator
 GROUP 2: Combination slusher and motor operator; Concrete pump or pumpcrete gun; Power jumbo operator
 GROUP 3: Drill doctor; Mine or shaft hoist
 GROUP 4: Combination slurry mixer cleaner; Grouting machine operator; Motor person
 GROUP 5: Bit sharpener; Brake person; Combination mixer and compressor (gunite); Compressor operator; Oiler (assistant to engineer); Pump operator; Slusher operator

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	Rates	Fringes
AMADOR COUNTY:		
HEAVY AND HIGHWAY CONSTRUCTION:		
POWER EQUIPMENT OPERATORS:		
AREA 1:		
GROUP 1	31.82	12.59
GROUP 2	30.29	12.59
GROUP 3	28.81	12.59
GROUP 4	27.43	12.59
GROUP 5	26.16	12.59
GROUP 6	24.84	12.59
GROUP 7	23.70	12.59
GROUP 8	22.56	12.59
GROUP 8-A	20.35	12.59
AREA 2:		
GROUP 1	33.82	12.59
GROUP 2	32.29	12.59
GROUP 3	30.81	12.59
GROUP 4	29.43	12.59
GROUP 5	28.16	12.59

GROUP 6	26.84	12.59
GROUP 7	25.70	12.59
GROUP 8	24.56	12.59
GROUP 8-A	22.35	12.59
POWER EQUIPMENT OPERATORS - ALL CRANES AND ATTACHMENTS:		
AREA 1:		
GROUP 1	32.70	12.59
Truck crane oiler	25.73	12.59
Oiler	23.44	12.59
GROUP 2	30.94	12.59
Truck crane oiler	25.47	12.59
Oiler	23.23	12.59
GROUP 3	29.20	12.59
Truck crane oiler	25.23	12.59
Hydraulic	24.84	12.59
Oiler	22.95	12.59
AREA 2:		
GROUP 1	34.70	12.59
Truck crane oiler	27.73	12.59
Oiler	25.44	12.59
GROUP 2	32.94	12.59
Truck crane oiler	27.47	12.59
Oiler	25.23	12.59
GROUP 3	31.20	12.59
Truck crane oiler	27.23	12.59
Hydraulic	26.84	12.59
Oiler	24.95	12.59
POWER EQUIPMENT OPERATORS - PILEDRIVERS:		
GROUP 1	33.04	12.59
Truck crane oiler	26.06	12.59
Oiler	23.78	12.59
GROUP 2	31.22	12.59
Truck crane oiler	25.81	12.59
Oiler	23.51	12.59
GROUP 3	29.54	12.59
Truck crane oiler	25.52	12.59
Oiler	23.29	12.59
GROUP 4	27.77	12.59
GROUP 5	25.13	12.59
GROUP 6	22.90	12.59
POWER EQUIPMENT OPERATORS - STEEL ERECTORS:		
GROUP 1	33.67	12.59
Truck crane oiler	26.35	12.59
Oiler	24.12	12.59
GROUP 2	31.90	12.59
Truck crane oiler	26.13	12.59
Oiler	23.85	12.59
GROUP 3	30.42	12.59
Truck crane oiler	25.86	12.59
Hydraulic	25.47	12.59
Oiler	23.63	12.59
GROUP 4	28.40	12.59
GROUP 5	27.10	12.59

FOOTNOTE:

Work suspended by ropes or cables, or work on a Yo-Yo Cat: \$.60 per hour additional.

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Operator of helicopter (when used in erection work); Hydraulic excavator, 7 cu. yds. and over; Power shovels, over 7 cu. yds.

GROUP 2: Highline cableway; Hydraulic excavator, 3-1/2 cu. yds. up to 7 cu. yds.; Power blade operator (finish); Power shovels, over 1 cu. yd. up to and including 7 cu. yds. m.r.c.

GROUP 3: Asphalt milling machine; Cable backhoe; Combination backhoe and loader over 3/4 cu. yds.; Continuous flight tie back machine; Crane mounted continuous flight tie back machine; Crane mounted drill attachment, tonnage to apply; Dozer, slope brd; Gradall; Hydraulic excavator, up to 3 1/2 cu. yds.; Loader 4 cu. yds. and over; Multiple engine scraper (when used as push pull); Power shovels, up to and including 1 cu. yd.; Pre-stress wire wrapping machine; Side boom cat, 572 or larger; Track loader 4 cu. yds. and over; Wheel excavator (up to and including 750 cu. yds. per hour)

GROUP 4: Asphalt plant engineer/boxman; Chicago boom; Combination backhoe and loader up to and including 3/4 cu. yd.; Concrete batch plant (wet or dry); Dozer and/or push cat; Pull-type elevating loader; Gradesetter, grade checker (mechanical or otherwise); Grooving and grinding machine; Heading shield operator; Heavy-duty drilling equipment, Hughes, LDH, Watson 3000 or similar; Heavy-duty repairperson and/or welder; Lime spreader; Loader under 4 cu. yds.; Lubrication and service engineer (mobile and grease rack); Mechanical finishers or spreader machine (asphalt, Barber-Greene and similar); Miller Formless M-9000 slope paver or similar; Portable crushing and screening plants; Power blade support; Roller operator, asphalt; Rubber-tired scraper, self-loading (paddle-wheels, etc.); Rubber-tired earthmoving equipment (scrapers); Slip form paver (concrete); Small tractor with drag; Soil stabilizer (P & H or equal); Timber skidder; Track loader up to 4 yds.; Tractor-drawn scraper; Tractor, compressor drill combination; Welder; Woods-Mixer (and other similar Pugmill equipment)

GROUP 5: Cast-in-Place pipe laying machine; Combination slusher and motor operator; Concrete conveyor or concrete pump, truck or equipment mounted; Concrete conveyor, building site; Concrete pump or pumpcrete gun; Drilling equipment, Watson 2000, Texoma 700 or similar; Drilling and boring machinery, horizontal (not to apply to waterliners, wagon drills or jackhammers); Concrete mixer/all; Person and/or material hoist; Mechanical finishers (concrete) (Clary, Johnson, Bidwell Bridge Deck or similar types); Mechanical burm, curb and/or curb and gutter machine, concrete or asphalt; Mine or shaft hoist; Portable crusher; Power jumbo operator (setting slip-forms, etc., in tunnels); Screed (automatic or manual); Self-propelled compactor with dozer; Tractor with boom D6 or smaller; Trenching machine, maximum digging capacity over 5 ft. depth; Vermeer T-600B rock cutter or similar

GROUP 6: Armor-Coater (or similar); Ballast jack tamper; Boom-type backfilling machine; Assistant plant engineer; Bridge and/or gantry crane; Chemical grouting machine, truck-mounted; Chip spreading machine operator; Concrete saw (self-propelled unit on streets, highways, airports and canals); Deck engineer; Drilling equipment Texoma 600, Hughes 200 Series or similar up to and including 30 ft. m.r.c.; Drill doctor; Helicopter radio operator; Hydro-hammer or similar; Line master; Skidsteer loader, Bobcat

larger than 743 series or similar (with attachments); Locomotive; Lull hi-lift or similar; Oiler, truck mounted equipment; Pavement breaker, truck-mounted, with compressor combination; Paving fabric installation and/or laying machine; Pipe bending machine (pipelines only); Pipe wrapping machine (tractor propelled and supported); Screed (except asphaltic concrete paving); Self-propelled pipeline wrapping machine; Soils & materials tester; Tractor

GROUP 7: Ballast regulator; Boom truck or dual-purpose A-frame truck, non-rotating - under 15 tons; Truck-mounted rotating telescopic boom type lifting device, Manitex or similar (boom truck) - under 15 tons; Cary lift or similar; Combination slurry mixer and/or cleaner; Drilling equipment, 20 ft. and under m.r.c.; Firetender (hot plant); Grouting machine operator; Highline cableway signalperson; Stationary belt loader (Kolman or similar); Lift slab machine (Vagtborg and similar types); Maginnes internal full slab vibrator; Material hoist (1 drum); Mechanical trench shield; Pavement breaker with or without compressor combination; Pipe cleaning machine (tractor propelled and supported); Post driver; Roller (except asphalt), Chip Seal; Self-propelled automatically applied concrete curing machine (on streets, highways, airports and canals); Self-propelled compactor (without dozer); Signalperson; Slip-form pumps (lifting device for concrete forms); Tie spacer; Tower mobile; Trenching machine, maximum digging capacity up to and including 5 ft. depth; Truck-type loader

GROUP 8: Bit sharpener; Boiler tender; Box operator; Brakeperson; Combination mixer and compressor (shotcrete/gunite); Compressor operator; Deckhand; Fire tender; Forklift (under 20 ft.); Generator; Gunite/shotcrete equipment operator; Hydraulic monitor; Ken seal machine (or similar); Mixermobile; Oiler; Pump operator; Refrigeration plant; Reservoir-debris tug (self-propelled floating); Ross Carrier (construction site); Rotomist operator; Self-propelled tape machine; Shuttlecar; Self-propelled power sweeper operator; Slusher operator; Surface heater; Switchperson; Tar pot firetender; Tugger hoist, single drum; Vacuum cooling plant; Welding machine (powered other than by electricity)

GROUP 8-A: Elevator operator; Skidsteer loader - Bobcat 743 series or smaller, and similar (without attachments); Mini excavator under 25 H.P. (backhoe - trencher)

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

ALL CRANES AND ATTACHMENTS

GROUP 1: Clamshell and Dragline over 7 cu. yds.; Crane, over 100 tons; Derrick, over 100 tons; Derrick barge pedestal-mounted, over 100 tons; Self-propelled boom-type lifting device, over 100 tons

GROUP 2: Clamshell and Dragline over 1 cu. yd. up to and including 7 cu. yds.; Crane, over 45 tons up to and including 100 tons; Derrick barge, 100 tons and under; Self-propelled boom-type lifting device, over 45 tons; Tower crane

GROUP 3: Clamshell and Dragline up to and including 1 cu. yd.; Crane, 45 tons and under; Self-propelled boom-type lifting device, 45 tons and under; Truck-mounted rotating telescopic boom type lifting device, Manitex or similar (boom truck) -under 15 tons; Boom truck or dual purpose A-frame truck, non-rotating, over 15 tons

POWER EQUIPMENT OPERATORS - PILEDRIVER CLASSIFICATIONS

GROUP 1: Derrick barge pedestal mounted over 100 tons; Clamshell over 7 cu. yds.; Self-propelled boom-type lifting device over 100 tons; Truck crane or crawler, land or barge mounted over 100 tons

GROUP 2: Derrick barge pedestal mounted 45 tons to and including 100 tons; Clamshell up to and including 7 cu. yds.; Self-propelled boom-type lifting device over 45 tons; Truck crane or crawler, land or barge mounted, over 45 tons up to and including 100 tons

GROUP 3: Derrick barge pedestal mounted under 45 tons; Self-propelled boom-type lifting device 45 tons and under; Skid/scow piledriver, any tonnage; Truck crane or crawler, land or barge mounted 45 tons and under

GROUP 4: Assistant operator in lieu of assistant to engineer; Forklift, 10 tons and over; Heavy-duty repairperson/welder

GROUP 5: Deck engineer

GROUP 6: Deckhand; Fire tender

POWER EQUIPMENT OPERATORS - STEEL ERECTOR CLASSIFICATIONS

GROUP 1: Crane over 100 tons; Derrick over 100 tons; Self-propelled Boom-type lifting device over 100 tons

GROUP 2: Crane over 45 tons to 100 tons; Derrick under 100 tons; Self-propelled boom-type lifting device over 45 tons to 100 tons; Tower Crane

GROUP 3: Crane, 45 tons and under; Self-propelled Boom-type lifting device, 45 tons and under

GROUP 4: Chicago Boom; Forklift, 10 tons and over; Heavy-duty Repair Person/Welder

GROUP 5: Boom Cat

IRON0001N 07/01/1999

	Rates	Fringes
ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, MARIN, MODOC, NAPA, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SOLANO, SUTTER, TEHAMA, TRINITY, YOLO AND YUBA COUNTIES:		

IRONWORKERS:

Fence erector	23.29	13.83
Ornamental, reinforcing and structural	24.18	13.83

IRON0001W 07/01/1999

	Rates	Fringes
LASSEN COUNTY:		
IRONWORKERS:		
Fence erector	23.29	13.83
Ornamental, reinforcing and structural	24.18	13.83

FOOTNOTE:

Work at Susanville Federal Prison: \$3.00 per hour additional.

IRON0001X 07/01/1999

	Rates	Fringes
SONOMA COUNTY:		
IRONWORKERS:		
Fence erector	23.29	13.83

Ornamental, reinforcing and structural	24.18	13.83
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FOOTNOTE:

Work at the U.S. Coast Guard - Two Rock: \$1.00 per hour additional.

LABO0067C 12/01/1998

	Rates	Fringes
ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SOLANO, SONOMA, SUTTER, TEHAMA, TRINITY, YOLO AND YUBA COUNTIES:		
ASBESTOS REMOVAL LABORER	10.58	4.13
MARIN AND NAPA COUNTIES:		
ASBESTOS REMOVAL LABORER	12.17	4.13

SCOPE OF WORK:

Covers site mobilization; initial site clean-up; site preparation; removal of asbestos-containing materials from walls and ceilings; or from pipes, boilers and mechanical systems only if they are being scrapped; encapsulation, enclosure and disposal of asbestos-containing materials by hand or with equipment or machinery; scaffolding; fabrication of temporary wooden barriers; and assembly of decontamination stations.

LABO0067F 07/01/1999

	Rates	Fringes
MARIN COUNTY:		
LABORERS:		
Construction specialist group	22.36	7.44
GROUP 1	21.66	7.44
GROUP 1-a	21.88	7.44
GROUP 1-b: see note below		
GROUP 1-c	21.71	7.44
GROUP 1-d: see note below		
GROUP 1-e	22.21	7.44
GROUP 1-f	22.24	7.44
GROUP 2	21.51	7.44
GROUP 3	21.41	7.44
GROUP 4	15.10	7.44

See groups 1-b and 1-d under laborer classifications.

GUNITE LABORERS:

GROUP 1	22.62	7.44
GROUP 2	22.12	7.44
GROUP 3	21.53	7.44
GROUP 4	21.41	7.44

WRECKING WORK:

GROUP 1	21.66	7.44
GROUP 2	21.51	7.44
GROUP 3	15.10	7.44

GARDENERS, HORTICULTURAL AND LANDSCAPE

LABORERS:

New construction	21.41	7.44
Establishment warranty period	15.10	7.44

TUNNEL AND SHAFT LABORERS:

GROUP 1	26.02	7.44
GROUP 2	25.79	7.44
GROUP 3	25.54	7.44
GROUP 4	25.27	7.44

GROUP 5	25.09	7.44
GROUP 6	24.55	7.44

FOOTNOTE:

Laborers working off or with or from bos'n chairs, swinging scaffolds, belts (not applicable to workers entitled to receive the wage rate set forth in Group 1-a): \$0.25 per hour additional.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Masonry and plasterer tender; Cast-in-place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and buckler; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive \$4.00 per day above Group 1 wage rates. "Sewer cleaner" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shall receive \$5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive \$.25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: All clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification "material cleaner" is to be utilized under the following conditions:

A: at demolition site for the salvage of the material.

B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.

C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of "form stripping, cleaning and oiling and moving to the next point of erection".

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural nozzle operator

GROUP 2: Nozzle operator (including gun person, pot person); Rod person; Ground person

GROUP 3: Rebound person

GROUP 4: Guniting laborer

WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)
GROUP 2: Semi-skilled wrecker (salvaging of other building materials)
GROUP 3: General laborer (includes all clean-up work, loading lumber, loading and burning of debris)
TUNNEL AND SHAFT LABORER CLASSIFICATIONS
GROUP 1: Diamond driller; Ground person; Gunitite and shotcrete nozzle operator
GROUP 2: Rod person; Shaft work & raise (below actual or excavated ground level)
GROUP 3: Bit grinder; Blaster, driller, powder person - heading; Cherry picker operator - where car is lifted; Concrete finisher in tunnel; Concrete screed person; Grout pump operator and pot person; Gunitite & shotcrete gun person & pot person; Header person; High pressure nozzle operator; Miner - tunnel, including top and bottom person on shaft and raise work; Nipper; Nozzle operator on slick line; Sandblaster - pot person
GROUP 4: Steel form raiser and setter; Timber person, retimber person (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powder person - primer house
GROUP 5: Vibrator operator, pavement breaker; Bull gang - muckers, track person; Concrete crew - includes rodding and spreading
GROUP 6: Dump person (any method); Grout crew; Rebound person; Swamper

LABO0067I 07/01/1999

Rates Fringes
ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NAPA, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SOLANO, SONOMA, SUTTER, TEHAMA, TRINITY, YOLO AND YUBA COUNTIES:

LABORERS:

Construction specialist group	21.36	7.44
GROUP 1	20.66	7.44
GROUP 1-a	20.88	7.44
GROUP 1-b: see note below		
GROUP 1-c	20.71	7.44
GROUP 1-d: see note below		
GROUP 1-e	21.21	7.44
GROUP 1-f	21.24	7.44
GROUP 2	20.51	7.44
GROUP 3	20.41	7.44
GROUP 4	14.10	7.44

See groups 1-b and 1-d under laborer classifications.

GUNITITE LABORERS:

GROUP 1	21.62	7.44
GROUP 2	21.12	7.44
GROUP 3	20.53	7.44
GROUP 4	20.41	7.44

WRECKING WORK:

GROUP 1	20.66	7.44
GROUP 2	20.51	7.44
GROUP 3	14.10	7.44

GARDENERS, HORTICULTURAL AND LANDSCAPE

LABORERS:		
New construction	20.41	7.44
Establishment warranty period	14.10	7.44
TUNNEL AND SHAFT LABORERS:		
GROUP 1	26.02	7.44
GROUP 2	25.79	7.44
GROUP 3	25.54	7.44
GROUP 4	25.27	7.44
GROUP 5	25.09	7.44
GROUP 6	24.55	7.44

FOOTNOTE:

Laborers working off or with or from bos'n chairs, swinging scaffolds, belts (not applicable to workers entitled to receive the wage rate set forth in Group 1-a): \$0.25 per hour additional.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Masonry and plasterer tender; Cast-in-place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

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placing; High scalers (including drilling of same); Tree topper;
Bit grinder

GROUP 1-b: Sewer cleaners shall receive \$4.00 per day above Group 1 wage rates. "Sewer cleaner" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes, shall receive \$5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds (underground structures). All employees performing work covered herein shall receive \$.25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shotcrete

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: All clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification "material cleaner" is to be utilized under the following conditions:

A: at demolition site for the salvage of the material.

B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.

C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in

the performance of "form stripping, cleaning and oiling and moving to the next point of erection".

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural nozzle operator

GROUP 2: Nozzle operator (including gun, pot); Ground person

GROUP 3: Rebound

GROUP 4: Guniting laborer

WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

GROUP 3: General laborer (includes all clean-up work, loading lumber, loading and burning of debris)

TUNNEL AND SHAFT LABORER CLASSIFICATIONS

GROUP 1: Diamond driller; Ground person; Guniting and shotcrete nozzle operator

GROUP 2: Rod person; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powder person - heading; Cherry picker operator - where car is lifted; Concrete finisher in tunnel; Concrete screed person; Grout pump operator and pot person; Guniting & shotcrete gun person & pot person; Header person; High pressure nozzle operator; Miner - tunnel, including top and bottom person on shaft and raise work; Nipper; Nozzle operator on slick line; Sandblaster - pot person

GROUP 4: Steel form raiser and setter; Timber person, retimber person (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powder person - primer house

GROUP 5: Vibrator operator, pavement breaker; Bull gang - muckers, track person; Concrete crew - includes rodding and spreading

GROUP 6: Dump person (any method); Grout crew; Rebound person; Swamper

LABO0073A 10/01/1998

	Rates	Fringes
ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MARIN, MODOC, NAPA, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SOLANO, SONOMA, SUTTER, TEHAMA, TRINITY, YOLO AND YUBA COUNTIES:		

PLASTERER TENDER	22.36	4.88
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LABO0139B 07/01/1999

	Rates	Fringes
NAPA, SOLANO AND SONOMA COUNTIES:		
BRICK TENDER	23.70	4.55

FOOTNOTE:

Refractory work where heat-protective clothing is required: \$2.00 per hour additional.

LABO0185C 07/01/1999

	Rates	Fringes
ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SUTTER, TEHAMA, TRINITY, YOLO AND YUBA COUNTIES:		

BRICK TENDER	22.95	4.55
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FOOTNOTE:
Refractory work where heat-protective clothing is required:
\$2.00 per hour additional.

LABO0291A 07/01/1999

	Rates	Fringes
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MARIN COUNTY:
BRICK TENDER

	24.70	4.55
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FOOTNOTE:
Refractory work where heat-protective clothing is required:
\$2.00 per hour additional.

PAIN0008F 07/01/1999

	Rates	Fringes
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MARIN COUNTY:
PAINTERS:

General contracts of \$7 million
and under

	20.75	6.85
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General contracts over \$7 million

	23.36	6.85
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PAIN0008J 07/01/1999

	Rates	Fringes
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SONOMA COUNTY:
PAINTERS:

General contracts of \$7 million
and under

	20.50	6.85
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General contracts over \$7 million,

	24.11	6.85
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PAIN0012D 02/01/1999

	Rates	Fringes
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MARIN, NAPA, SOLANO AND SONOMA COUNTIES:
SOFT FLOOR LAYER

	25.00	11.25
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PAIN0016D 01/01/2000

	Rates	Fringes
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NAPA AND SOLANO COUNTIES:
PAINTERS:

Brush and roller

	23.10	8.74
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Industrial

	23.35	8.74
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PAIN0016E 08/01/1999

	Rates	Fringes
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BUTTE AND COLUSA COUNTIES; GLENN COUNTY; LASSEN COUNTY (west of
Hwy. 395, excluding Honey Lake); MARIN, MODOC AND NAPA COUNTIES;
PLUMAS AND SHASTA COUNTIES; SISKIYOU, SOLANO, SONOMA, SUTTER,
TEHAMA, TRINITY AND YUBA COUNTIES; EL DORADO COUNTY (west of the
Sierra Nevada Mountains); NEVADA COUNTY (west of the Sierra
Nevada Mountains); PLACER COUNTY (west of the Sierra Nevada
Mountains); SACRAMENTO COUNTY; SIERRA COUNTY (west of the
Sierra Nevada Mountains); AND YOLO COUNTY

DRYWALL FINISHER:
Remodel/tenant improvement work
(shopping centers, offices and
warehouses where the taping
contractor is working directly

for the tenant	22.38	8.28
All other work	28.08	9.98

FOOTNOTE:

Clean-up work (limited to clean-up, erection of interior OSHA approved scaffolding, masking, truck and forklift driving, stocking of taping materials, and sanding: 40% of the journeyman rate.

PAIN0016G 01/01/1999

	Rates	Fringes
BUTTE AND COLUSA COUNTIES; EL DORADO COUNTY (west of the Sierra Nevada Mountains); GLENN COUNTY; LASSEN COUNTY (west of Highway 395, excluding Honey Lake); MODOC COUNTY; NEVADA COUNTY (west of the Sierra Nevada Mountains); PLACER COUNTY (west of the Sierra Nevada Mountains); PLUMAS, SACRAMENTO AND SHASTA COUNTIES; SIERRA COUNTY (west of the Sierra Nevada Mountains); SISKIYOU, SUTTER, TEHAMA, TRINITY, YOLO AND YUBA COUNTIES:		

PAINTERS:

Brush, Pot Tender, Roller	19.37	8.04
Sandblaster, Spray, Structural Steel; Swing stage	20.37	8.04

PAIN0016P 03/01/1999

	Rates	Fringes
ALPINE COUNTY:		
DRYWALL TAPER	18.85	7.23
PAINTERS:		
Brush	18.05	7.23
Sandblaster; Waterblaster;		
Steam cleaning	19.05	7.23
Work with coal tar and exotic materials	19.80	7.23

FOOTNOTES:

High time:

Steel construction workers working on erected steel construction, bridges, stacks, towers, tanks and similar structures, from 50 to 100 ft. above ground or water level: to be paid 1/2 hr. per day additional.

Work on such structures from 100 to 180 ft. above ground or water level: to be paid 1 hr. additional.

Work on such structures over 180 ft. above ground or water level: to be paid 2 hrs. per day additional.

Water level is defined as mean water level.

Exterior stage:

Work on exterior stage 4-7 stories: to be paid 1/2 hr. per day additional.

Work on exterior stage 8-11 stories: to be paid 1 hr. per day additional.

Work on exterior stage 12 stories or higher: to be paid 1-1/2 hrs. per day additional.

One story equals 10 ft.

PAIN0169D 07/01/1999

	Rates	Fringes
NAPA COUNTY; SOLANO COUNTY (west of a line defined as follows: Hwy. 80 corridor beginning at the City of Fairfield, including Travis Air Force Base and Suisun City; going north of Manakas		

Corner Rd., continue north on Suisun Valley Rd. to the Napa County line; Hwy. 80 corridor south on Grizzly Island Rd. to the Grizzly Island Management area):

GLAZIER	28.15	9.91
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PAIN0169H 07/01/1999

	Rates	Fringes
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NAPA COUNTY; SOLANO COUNTY (west of a line defined as follows: Hwy. 80 corridor beginning at the City of Fairfield, including Travis Air Force Base and Suisun City; going north of Manakas Corner Rd., continue north on Suisun Valley Rd. to the Napa County line; Hwy. 80 corridor south on Grizzly Island Rd. to the Grizzly Island Management area):

SHOWER DOOR INSTALLER	22.88	4.60
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PAID HOLIDAYS:

New Year's Day, President's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Day after Thanksgiving, and Christmas Day.

PAIN0567A 10/01/1999

	Rates	Fringes
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EL DORADO COUNTY (east of the Sierra Nevada Mountains); LASSEN COUNTY (east of Highway 395, beginning at Stacey and including Honey Lake); NEVADA COUNTY (east of the Sierra Nevada Mountains); PLACER COUNTY (east of the Sierra Nevada Mountains); AND SIERRA COUNTY (east of the Sierra Nevada Mountains):

DRYWALL TAPERS:

Taper	21.28	4.36
Steeplejack - taper, over 40 ft. with open space below	22.78	4.36

PAINTERS:

Brush and roller	20.03	4.36
Sandblaster; Special coating application - brush	20.53	4.36
Spray; Paperhanger	20.78	4.36
Structural steel & steeplejack, 40 ft. open space below (does not include stairways, tube steel, Q-decks, and trust joints worked off power lift in enclosed buildings); Special coating application - spray	20.73	4.36
Special coating application - spray steel	21.28	4.36
Swing stage	22.03	4.36

FOOTNOTE:

A special coating is a coating that requires the mixing of 2 or more products.

PAIN0567H 07/01/1999

	Rates	Fringes
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EL DORADO COUNTY (east of the Sierra Nevada Mountains); LASSEN COUNTY (east of Highway 395, beginning at Stacey and including Honey Lake); NEVADA COUNTY (east of the Sierra Nevada Mountains); PLACER COUNTY (east of the Sierra Nevada Mountains) AND SIERRA COUNTY (east of the Sierra Nevada Mountains):

SOFT FLOOR LAYER	19.50	4.25
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PAIN0718A	07/01/1999	
	Rates	Fringes
MARIN AND SONOMA COUNTIES:		
GLAZIER	28.17	9.89

PAIN0767F	07/01/1999	
	Rates	Fringes
ALPINE, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA AND SISKIYOU COUNTIES; SOLANO COUNTY (east of a line defined as follows: Hwy. 80 corridor beginning at the City of Fairfield, including Travis Air Force Base and Suisun City; going north of Manakas Corner Rd., continue north on Suisun Valley Rd. to the Napa County line; Hwy. 80 corridor south on Grizzly Island Rd. to the Grizzly Island Management area); SUTTER, TEHAMA, TRINITY, YOLO AND YUBA COUNTIES:		
GLAZIER	21.74	10.57
PAID HOLIDAYS:		
New Year's Day, Washington's Birthday, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Day after Thanksgiving Day, and Christmas Day.		
FOOTNOTE:		
Work thirty (30) feet or over free fall: \$0.60 per hour additional.		

PAIN1176A	04/01/1998	
	Rates	Fringes
PARKING LOT STRIPING/HIGHWAY MARKING:		
GROUP 1 & GROUP 4	22.21	6.36
GROUP 2	21.10	6.36
GROUP 3 & GROUP 5	18.88	6.36
Service Person (maintenance and repair of equipment)	13.33	5.87
Parking Lot, Game Court and Playground Installer	13.80	5.87
PARKING LOT STRIPING / HIGHWAY MARKING CLASSIFICATIONS		
GROUP 1: STRIPER: Layout and application of painted traffic stripes and marking; hot thermo plastic; tape traffic stripes and markings		
GROUP 2: TRAFFIC DELINEATING DEVICE APPLICATOR: Layout and application of pavement markers, delineating signs, rumble and traffic bars, adhesives, guide markers, other traffic delineating devices; includes all related surface preparation (sandblasting, waterblasting, grinding) as part of the application process		
GROUP 3: TRAFFIC SURFACE ABRASIVE BLASTER: Removal of traffic lines and markings; preparation of surface for coatings and traffic control devices		
GROUP 4: TRAFFIC PROTECTIVE DELINEATING SYSTEMS INSTALLER: Removes, relocates, installs permanently affixed roadside and parking delineation barricades, fencing, guard rail, cable anchor, retaining walls, reference signs, and monument markers		
GROUP 5: TRAFFIC CONTROLPERSON: Sole function is to control and direct traffic through both conventional and moving lane closures		

PAIN1237A	06/01/1999	
	Rates	Fringes

ALPINE, BUTTE AND COLUSA COUNTIES; EL DORADO COUNTY (west of the Sierra Nevada Mountains); GLENN COUNTY; LASSEN COUNTY (west of Highway 395, beginning at Stacey and including Honey Lake); MODOC COUNTY; NEVADA COUNTY (west of the Sierra Nevada Mountains); PLACER COUNTY (west of the Sierra Nevada Mountains); PLUMAS, SACRAMENTO AND SHASTA COUNTIES; SIERRA COUNTY (west of the Sierra Nevada Mountains); SISKIYOU, SUTTER, TEHAMA, TRINITY, YOLO AND YUBA COUNTIES:

SOFT FLOOR LAYER	20.57	9.10
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PLAS0001D 06/28/1999

	Rates	Fringes
CEMENT MASONS:		
Cement mason	22.35	9.46
Swing or slip form scaffolds;		
Mastic, magnesite, gypsum,		
epoxy, polyester, resin and		
all composition	23.10	9.46

PLAS0300C 07/01/1999

	Rates	Fringes
PLASTERER	20.98	8.50

PLUM0036F 01/01/1999

	Rates	Fringes
ALPINE COUNTY; AMADOR COUNTY (south of the San Joaquin River);		
BUTTE, COLUSA, GLENN, LASSEN, MODOC, PLUMAS, SHASTA, SIERRA,		
SISKIYOU, SUTTER, TEHAMA, TRINITY AND YUBA COUNTIES:		
PLUMBER	27.79	9.19

PLUM0038B 07/01/1998

	Rates	Fringes
MARIN AND SONOMA COUNTIES:		
PLUMBERS:		
Work on structures 5 stories		
or less except for new		
additions or remodel of		
prisons or waste water		
treatment plants	27.04	12.86
All other work	36.05	13.93
LANDSCAPE/IRRIGATION FITTER	27.32	10.60

PLUM0343A 07/01/1999

	Rates	Fringes
NAPA AND SOLANO COUNTIES:		
PLUMBER AND STEAMFITTER:		
Work on condominiums and apartment		
houses which are over 4 stories;		
office buildings, schools, and		
other commercial structures for		
which the total plumbing bid		
does not exceed \$250,000. Any		
project bid in phases shall not		
qualify unless the total project		
is less than \$250,000 for the		
plumbing bid and \$250,000 for the		
heating and cooling bid.		

Regardless of project size,
hospitals, jails, institutions
and industrial projects are not
included.

	24.00	10.45
All other work	32.00	11.70

FOOTNOTES:

While welding or fitting galvanized material: \$.75 per hour additional.

Work from trusses, temporary staging, unguarded structures 35' from the ground or water: \$.75 per hour additional.

Work from swinging scaffolds, boatswains chairs or similar devices: \$.75 per hour additional.

PLUM0350A 02/01/1998

	Rates	Fringes
EL DORADO COUNTY (Lake Tahoe area only); NEVADA COUNTY (Lake Tahoe area only); AND PLACER COUNTY (Lake Tahoe area only):		
PLUMBER/PIPEFITTER	22.45	9.00

PLUM0355A 07/01/1999

	Rates	Fringes
ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NAPA, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SOLANO, SUTTER, TEHAMA, TRINITY, YOLO, AND YUBA COUNTIES		
LANDSCAPE FITTER; UNDERGROUND UTILITY WORKER	22.00	4.90

PLUM0447A 07/01/1999

	Rates	Fringes
EL DORADO COUNTY (does not include Lake Tahoe area); NEVADA COUNTY (does not include Lake Tahoe area); PLACER COUNTY (does not include Lake Tahoe area); SACRAMENTO AND YOLO COUNTIES:		

PLUMBER; PIPEFITTER:

Work on residential structures that are over 4 stories but not over 5 stories in height from the ground floor, including but not limited to condominiums and apartment houses. On defining height in stories, parking levels are not to be considered as occupied stories. Also, work on any commercial structure that the total plumbing bid does not exceed \$150,000, and an additional \$75,000 to cover work related to the piping for comfort air conditioning systems, but shall exclude all work on sewage plants, water treatment plants, industrial processing plants, cogeneration and biomass plants, any type of refrigeration work, including service, start-up work or instrumentation work, and all

other similar work	19.98	7.12
All other work	28.97	10.25

PLUM0447B 07/01/1999		
	Rates	Fringes
AMADOR COUNTY (north of the San Joaquin River):		
HEAVY AND HIGHWAY CONSTRUCTION:		
PLUMBER; PIPEFITTER	28.97	10.25

ROOF0081G 08/01/1999		
	Rates	Fringes
MARIN, NAPA, SOLANO AND SONOMA COUNTIES:		
ROOFER	21.45	9.60

ROOF0081H 09/01/1999		
	Rates	Fringes
ALPINE, ALPINE, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SUTTER, TEHAMA, TRINITY, YOLO, AND YUBA COUNTIES:		
ROOFER	18.26	10.03

SFCA0483C 01/01/2000		
	Rates	Fringes
MARIN, NAPA, SOLANO AND SONOMA COUNTIES:		
SPRINKLER FITTER (FIRE)	34.59	11.20

SFCA0669C 04/01/1999		
	Rates	Fringes
ALPINE, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SUTTER, TEHAMA, TRINITY, YOLO AND YUBA COUNTIES:		
SPRINKLER FITTER (FIRE)	27.35	6.40

SHEE0104C 06/01/1999		
	Rates	Fringes
TRINITY COUNTY:		
SHEET METAL WORKER (does not include metal deck and siding):		
Work on multiple family housing units over 4 stories where each individual family apartment is individually conditioned by a separate and independent unit or system; Also, work on any structure other than multiple family housing units, with a total HVAC and architectural sheet metal price of \$125,000 or less		
	13.74	5.08
All other work	17.66	8.64

SHEE0104F 07/01/1998		
	Rates	Fringes
MARIN, NAPA, SOLANO AND SONOMA COUNTIES:		
SHEET METAL WORKER (does not include		

metal deck and siding):		
Work on any multi-family dwelling over 4 stories that incorporates a separate and independent unit for heating and/or cooling purposes (excluding built-up central air handling systems)	29.45	11.51
Work on tenant completion projects providing the contract price is \$220,000 or less; remodel or add-on contracts on existing facilities providing the contract price is \$220,000 or less; architectural sheet metal work of \$100,000 or less; pre-engineered and pre-manufactured siding	30.10	11.71
All other work	35.11	12.56

SHEE0104N 07/01/1999		
	Rates	Fringes
MARIN, NAPA, SOLANO, SONOMA AND TRINITY COUNTIES:		
SHEET METAL WORKER:		
Metal deck and siding	27.44	11.80

SHEE0162F 07/01/1999		
	Rates	Fringes
AMADOR, COLUSA, EL DORADO, NEVADA, PLACER, SACRAMENTO, SUTTER, YOLO AND YUBA COUNTIES:		
SHEET METAL WORKER (does not include metal deck and siding)	25.24	10.46

SHEE0162G 07/01/1999		
	Rates	Fringes
ALPINE COUNTY:		
SHEET METAL WORKER:	21.46	10.23

SHEE0162H 07/01/1999		
	Rates	Fringes
ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SUTTER, TEHAMA, YOLO AND YUBA COUNTIES:		
SHEET METAL WORKER:		
Metal deck and siding	29.42	9.52

SHEE0162N 07/01/1999		
	Rates	Fringes
BUTTE, GLENN, LASSEN, MODOC, PLUMAS, SHASTA, SIERRA, SISKIYOU AND TEHAMA COUNTIES:		
SHEET METAL WORKER:	25.24	10.46

SUCA1002A 07/01/1985		
	Rates	Fringes
AMADOR COUNTY:		

BUILDING CONSTRUCTION:		
BOILERMAKERS:		
Boilermaker	21.60	4.25
Boilermaker - blacksmith (storage tank erection)	17.25	4.00
Boilermaker - blacksmith (storage tank repair)	16.05	4.00
BRICKLAYER; STONEMASON	17.57	4.04
BRICK TENDER	13.80	3.46
CARPENTERS:		
Carpenter	18.58	6.455
Hardwood floorlayer; Power saw operator; Saw filer; Shingler; Steel scaffold erector and steel shoring	18.73	6.455
Millwright	19.48	7.855
Piledriver, bridge, wharf and dock builder	19.38	9.715
CEMENT MASONS:		
Cement mason	16.91	6.18
Swing or slip form scaffolds; Mastic, magnesite, gypsum, epoxy, polyester, resin and all composition	17.16	6.18
DRYWALL INSTALLERS/LATHERS:		
Drywall installer/lather	18.14	6.485
Drywall stocker, scrapper & clean-up	9.07	3.335
ELECTRICIANS:		
Electrician	16.30	3% + 3.38
Cable splicer	17.93	3% + 3.38
Residential electrician	12.50	3.30
Sound and signal technician	15.15	1.50
ELEVATOR CONSTRUCTOR	29.39	3.29 + a
GLAZIER	15.75	6.44
INSULATOR/ASBESTOS WORKER		
Includes the application of all insulating materials, protective coverings, coatings, and finishings to all types of mechanical systems	23.85	5.61
IRONWORKERS:		
Fence erector	18.01	8.93
Ornamental, reinforcing and structural	18.90	8.93
MARBLE FINISHER	13.92	3.67
MARBLE SETTER AND TERRAZZO WORKER	17.57	4.04
PAINTERS:		
Brush	13.39	4.60
Spray	14.14	4.60
Sandblaster; Scaffold; Sheetrock; Structural steel; Swing stage; Taper	13.79	4.60
PARKING LOT STRIPING WORK AND/OR HIGHWAY MARKERS:		
Traffic delineating device applicator	14.83	2.00 + b
Sandblaster; Striper; Wheel		

stop installer	14.30	2.00 + b
Slurry seal operation:		
Applicator operation;		
Shuttle; Squeegee	12.37	2.00 + b
Compactor, top, traffic		
control, service and		
spreader	10.39	2.00 + b
Mixer operator	13.95	2.00 + b
Traffic surface protective		
coating applicator	14.48	2.00 + b
PLASTERER	17.36	6.35
PLUMBER; STEAMFITTER:		
Amador County (northern half)	19.72	6.71
Amador County (southern half)	22.03	6.35
ROOFERS:		
Roofer (slate, tile and		
composition)	14.90	7.64
Enameler and pitch	17.65	7.64
SHEET METAL WORKER	18.37	12% + 5.06
SOFT FLOOR LAYER	16.01	3.00
SPRINKLER FITTER	21.87	3.23
TERRAZZO FINISHERS:		
Base machine operator	16.72	3.95
Terrazzo finisher	16.02	3.95
TILE SETTER	18.92	3.29
TILE FINISHER	10.68	1.65
LABORERS:		
GROUP 1	12.11	5.36
GROUP 1-a	12.31	5.36
GROUP 1-b	*	5.36
GROUP 1-c	12.16	5.36
GROUP 1-d	12.36	5.36
GROUP 1-e	12.59	5.36
GROUP 1-f	12.62	5.36
GROUP 2	11.98	5.36
GROUP 3	11.88	5.36
GROUP 4	8.46	5.36
GUNITE LABORERS:		
GROUP 1	12.52	5.36
GROUP 2	12.00	5.36
GROUP 3	11.88	5.36
WRECKING WORK:		
GROUP 1	12.11	5.36
GROUP 2	11.98	5.36
GROUP 3	11.88	5.36
*See Group 1-b under the group descriptions.		
POWER EQUIPMENT OPERATORS:		
Area 1:		
GROUP 1-a	11.76	9.60
GROUP 1	15.54	9.60
GROUP 2	16.09	9.60
GROUP 3	16.42	9.60
GROUP 4	17.27	9.60
GROUP 5	17.60	9.60
GROUP 6	17.83	9.60
GROUP 7	18.08	9.60
GROUP 8	18.76	9.60

GROUP 9	19.10	9.60
GROUP 10	19.45	9.60
GROUP 10-a	19.64	9.60
GROUP 11	19.91	9.60
GROUP 11-a	21.71	9.60
GROUP 11-b	22.14	9.60
GROUP 11-c	22.65	9.60
Area 2:		
GROUP 1-a	13.76	9.60
GROUP 1	17.54	9.60
GROUP 2	18.09	9.60
GROUP 3	18.42	9.60
GROUP 4	19.27	9.60
GROUP 5	19.60	9.60
GROUP 6	19.83	9.60
GROUP 7	20.08	9.60
GROUP 8	20.76	9.60
GROUP 9	21.10	9.60
GROUP 10	21.45	9.60
GROUP 10-a	21.64	9.60
GROUP 11	21.91	9.60
GROUP 11-a	23.71	9.60
GROUP 11-b	24.14	9.60
GROUP 11-c	24.65	9.60
TRUCK DRIVERS:		
GROUP 1	16.80	7.04
GROUP 2	16.88	7.04
GROUP 3	16.90	7.04
GROUP 4	16.91	7.04
GROUP 5	16.92	7.04
GROUP 6	16.93	7.04
GROUP 7	16.95	7.04
GROUP 8	16.97	7.04
GROUP 9	16.98	7.04
GROUP 10	17.00	7.04
GROUP 11	17.01	7.04
GROUP 12	17.05	7.04
GROUP 13	17.06	7.04
GROUP 14	17.07	7.04
GROUP 15	17.10	7.04
GROUP 16	17.11	7.04
GROUP 17	17.12	7.04
GROUP 18	17.14	7.04
GROUP 19	17.15	7.04
GROUP 20	17.16	7.04
GROUP 21	17.21	7.04
GROUP 22	17.24	7.04
GROUP 23	17.25	7.04
GROUP 24	17.34	7.04
GROUP 25	17.35	7.04
GROUP 26	17.38	7.04
GROUP 27	17.40	7.04
GROUP 28	17.44	7.04
GROUP 29	17.45	7.04
GROUP 30	17.48	7.04
GROUP 31	17.54	7.04
GROUP 32	17.47	7.04

GROUP 33	17.69	7.04
GROUP 34	17.79	7.04
GROUP 35	17.84	7.04
GROUP 36	17.99	7.04
GROUP 37	18.14	7.04

FOOTNOTES:

- a. Vacation Pay: 8% with 5 or more years of service, 6% for 6 months to 5 years service. Paid Holidays: New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Friday after, and Christmas Day.
- b. Employer contributes \$.80 per hour to vacation fund for the first year of employment; 1 year but less than 5 years, 1.13 per hour to vacation fund; 5 years but less than 10 years, 1.48 per hour to vacation fund; over 10 years 1.83 per hour to vacation fund.

LABORERS CLASSIFICATIONS

GROUP 1: Asphalt ironer and raker; Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Chainsaw, faller, logloader and buckler; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete saw; Concrete sander; Cribber and/or shoring; Cut granite curb setter; Form raiser; Slip form; Green Cutter, headerboard, hubsetter, aligner; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactors; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials; Lagging, sheeting, whaling, bracing, trenchjacking, handguided lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); Perma curb; Precast-manhole setter; Cast-in-place manhole form setter; Pressure pipe tester; Pavement breaker and spader, including tool grinder; Pipelayer, caulker, bander, pipewrapper, conduit layer, plastic pipelayer, post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry); Rotary Scarifier, multiple head concrete chipper; Davis trencher, 300 or similar type (and all small trenchers); Roto and Ditch Witch; Roto-tiller; Sandblaster, pot, gun, nozzle operator; Signalling and rigging; Tank cleaner; Tree climber; Vibrascreed, bull float in connection with laborers' work; Vibrator; Dri-pak-it machine; High pressure blow pipe (1-1/2-inch. or over, 100 lbs. pressure and over); Hydro seeder and similar type; Laser beam in connection with laborers' work

GROUP 1-a: Joy drill model TWM-2A; Gardener-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Diamond driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Multiple unit drill; Blaster and powder; All work or loading, placing and blasting of all power and explosives of whatever type regardless of method used for such loading and placing; High scaler (including drilling of same); Tree toppler; Bit grinder

GROUP 1-b: Sewer cleaner receives an additional \$4.00 per day; \$5.00 per day on recently active large diameter sewers or sewer manholes

GROUP 1-c: Burning and welding in connection with laborers' work

GROUP 1-d: Repair track and road beds (cut and cover work of subway after the temporary cover has been placed)

GROUP 1-e: Laborer on general construction work on or in bell hole footings and shaft

GROUP 1-f: Wire winding machine in connection with guniting or shotcrete-aligner

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and digger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Chuck tender; High pressure nozzle operator, adductor; Grout-crew; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Singlefoot, hand held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe under 12 inches

GROUP 3: All clean-up work of debris, grounds and buildings including but not limited to street cleaner; Cleaning and washing windows; Construction laborers including bridge and general laborer; Dump; Load spotter; Fire watcher; Street cleaner; Gardener, horticultural and landscape laborer; Jetting; Limber; Brush loader; Piler, maintenance landscape laborer on new construction; Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Fence erector; Guardrail erector; Pavement marker (button setter)

GROUP 4: Brick cleaner; Lumber cleaner

GUNITE CLASSIFICATIONS

GROUP 1: Nozzle operator (including gun, pot); Ground person

GROUP 2: Rebound person

GROUP 3: General laborer

WRECKING WORK CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows, doors, plumbing and electric fixtures)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

GROUP 3: General laborer (includes all clean-up work, loading lumber, loading and burning of debris)

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1-a: Landscape irrigation trencher, Davis trencher (300 or similar and all small trenchers including all trenching equipment with seats) capacity up to 3 ft. in depth

GROUP 1: Assistant to engineer (Brake; Fire tender; Heavy duty repair tender; Oiler; Deckhand; Signal; Switch; Tar pot fire tender)

GROUP 2: Compressor operator; Concrete mixer (up to and including 1 yd.); Conveyor belt operator (tunnel); Fire tender, hot plant; Hydraulic monitor; Mechanical conveyor (handling building materials); Mixer box operator (concrete plant); Pump operator; Spreader box (with screeds); Tar pot fire tender (power agitated)

GROUP 3: Box operator (bunker); Helicopter radio operator (signal); Motor operator; Locomotive (30 tons or under); Oiler; Ross Carrier (construction job site); Rotomist operator; Screed (except asphaltic concrete paving); Self-propelled, automatically applied concrete curing machine (on streets, highways, airports)

and canals); Trenching machine (maximum digging capacity 5 ft. depth); Tugger hoist, single drum; Truck crane oiler; Boiler tender

GROUP 4: Ballast jack tamper; Ballast regulation; Ballast tamper multipurpose; Box (asphalt plant); Elevator operator (inside); Fork lift or lumber stacker (construction job site); Line master; Material hoist (1 drum); Shuttlecar; Tie spacer; Towermobile

GROUP 5: Compressor operator (over 2); Concrete mixer (over 1 yd.); Concrete pump or pumpcrete gun; Generator; Grouting machine; Pressweld (air operated); Pumps (over 1); Welding machines (powered other than by electricity)

GROUP 6: BLH Lima road pactor or similar; Boom truck or dual-purpose A-frame truck; Concrete batch plant (wet or dry); Concrete saw (self-propelled unit) on streets, highways, airports and canals; Drilling and boring machinery, vertical and horizontal (not to apply to waterliners, wagon drills or jackhammers); Gradesetter, grade checker (mechanical or otherwise); Highline cableway signal; Locomotive (steam of over 30 tons); Maginnis internal full slab vibrator (on airports, highways, canals and warehouses); Mechanical finisher (concrete) (Clary, Johnson, Bidwell Bridge deck or similar types); Mechanical burm, curb and/or curb and gutter machine, concrete or asphalt; Portable crusher; Post driver (M-1500 and similar); Power jumbo operator (setting slip forms, etc., in tunnels); Roller (except asphalt); Screed (Barber-Greene and similar) (asphaltic concrete paving); Self-propelled compactor (single engine); Self-propelled pipeline wrapping machine, Perault, CRC, or similar types; Slip form pump (lifting device for concrete forms); Small rubber-tired tractor; Surface heater; Self-propelled power sweeper; Self-propelled tape machine; Auger-type drilling equipment, up to and including 30 ft. depth digging capacity m.r.c.

GROUP 7: Concrete conveyor or concrete pump, truck or equipment mounted (boom length to apply); Concrete conveyor, building site; Deck engineer; Dual drum mixer; Fuller Kenyon pump and similar types; Gantry rider (or similar); Hydra-hammer (or similar); Material hoist (2 or more drums); Mechanical finisher or spreader machine (asphalt, Barber-Greene and similar); Mine or shaft hoist; Mixermobile; Pavement breaker with or without compressor combination; Pipe bending machine (pipelines only); Pipe cleaning machine (tractor propelled and supported); Pipe wrapping machine (tractor propelled and supported); Refrigeration plant; Roller operator (finish asphalt); Self-propelled boom-type lifting device (center mount) (10 tons or less m.r.c.); Self-propelled elevating grader plane; Slusher operator; Small tractor (with boom); Soil tester; Truck-type loader; Welding machine (gasoline or diesel)

GROUP 8: Armor-Coater (or similar); Asphalt plant engineer; Cast-in-place pipe laying machine; Combination slusher and motor operator; Concrete batch plant (multiple units); Dozer; Heading shield operator; Heavy-duty repair and/or welder; Ken Seal machine (or similar); Kolman loader; Loader (up to 2 yds.); Mechanical trench shield; Portable crushing and screening plant; Push cat; Rubber-tired earth-moving equipment (up to and including 45 cu. yds. "struck" m.r.c.) (Euclids, T-Pulls, DW-10, 20, 21 and similar); Rubber-tired dozer; Self-propelled compactor

with dozer; Sheepfoot; Timber skidder (rubber-tired or similar equipment); Tractor-drawn scraper; Tractor; Trenching machine; Tri-batch paver; Tunnel mole boring machine; Woods-Mixer (and other similar Pugmill equipment)

GROUP 9: Canal finger drain digger; Chicago boom; Combination mixer and compressor (gunite); Combination slurry mixer and/or cleaner; Highline cable (5 tons and under); Lull Hi-lift or similar (20 ft. or over); Mucking machine (rubber-tired, rail or track type); Tractor (with boom) (D-6 or larger and similar)

GROUP 10: Boom-type backfilling machine; Bridge crane; Cary-lift (or similar); Chemical grouting machine, truck-mounted; Combination backhoe and loader (up to and including 1/2 cu. yd. m.r.c.); Derrick (2 operators required when swing engine remote from hoist); Derrick barge (except excavation work); Do-mor loader; Adams elegrader; Elevating grader; Heavy rotary drill rig (including caisson foundation work and Euclid loader and similar type); Robbins type drill; Koehring Skooper (or similar); Lift slab machine (Vagtborg and similar types); Loader (2 yds. up to and including 4 yds.); Locomotive, 100 tons (single or multiple units); Multiple engine earthmoving machine (Euclids, dozers, etc.) (no tandem scraper); Pre-stress wire wrapping machine; Reservoir-debris tug (self-propelled floating); Rubber-tired scraper, self-loading (paddle wheels, etc.); Shuttle car (reclaim station); Single-engine scraper over 45 yds.; Soil stabilizer (P & H or equal); Sub-grader (Gurrier or other automatic type); Tractor, compressor drill combination; Track-laying-type earthmoving machine (single engine with tandem scrapers); Train loading station; Trenching machine, multi-engine with sloping attachment, Jeffco or similar; Vacuum cooling plant; Whirley crane (up to and including 25 tons)

GROUP 10-a: Backhoe (hydraulic) (up to and including 1 cu. yd. m.r.c.); Backhoe (cable) (up to and including 1 cu. yd. m.r.c.); Combination backhoe and loader (over 3/4 cu. yd. m.r.c.); Continuous flight tie back auger (crane attached/separate controls); Crane not over 25 tons, Hammerhead and Gantry; Gradall (up to and including 1 cu. yd.); Power blade operator (single engine); Power shovel, clamshell, dragline (up to and including 1 cu. yd. m.r.c.) (long boom pay); Rubber-tired scraper, self-loading (Paddle Wheel, twin engine); Self-propelled boom-type lifting device (center mount); over 10 tons up to and including 25 tons); CMI dual land auto grader SP-30 or similar

GROUP 11: Automatic concrete slip-form paver (Gradesetter, Screed); Automatic railroad car dumper; Canal trimmer with ditching attachment; Cary-lift, Campbell or similar; Continuous flight tie back auger (crane attached, single controls); Crane (over 25 tons up to and including 125 tons); Drott travelift 650-A-1 or similar (45 tons or over); Euclid loader when controlled from the Pullcat; Highline cableway (over 5 tons); Loader (over 4 cu. yds. up to and including 12 cu. yds.); Miller formless M-900 slope paver or similar (grade setter required); Multiple engine scraper (when used as Push Pull); Power blade operator (multi-engine); Power shovel, clamshell, dragline, backhoe, gradall (over 1 cu. yd. up to and including 7 cu. yds. m.r.c., long boom pay); Rubber-tired earthmoving machine (multiple propulsion power units and two or more scrapers) (up to and including 75 cu.

yds. struck m.r.c.); Self-propelled compactor boom-type lifting device (center mount) (over 25 tons m.r.c.); Single engine rubber-tired earthmoving machine (with tandem scrapers); Slip form paver (concrete or asphalt) (screed required); Tandem cat; Tower crane mobile (including rail mounted); Trencher (pulling attached shield); Tower cranes, Universal Liebherr and similar types (in the erection, dismantling and moving of equipment); Wheel excavator (up to and including 750 cu. yds. per hour); Whirley crane (over 25 tons); Multi-earthmoving equipment (up to and including 75 cu. yds. "struck" m.r.c.); Truck-mounted hydraulic crane when remote control equipped (over 10 tons up to and including 25 tons)

GROUP 11-A: Band wagon (in conjunction with wheel excavator); Crane (over 125 tons); Loader (over 12 cu. yds. up to and including 18 cu. yds.); Power shovel, clamshell, backhoe, gradall and dragline (over 7 cu. yds. m.r.c.); Rubber-tired multi-purpose earthmoving machine (2 units over 75 cu. yds. "struck" m.r.c.); Wheel excavator (over 750 cu. yds. per hour)

GROUP 11-b: Loader (over 18 yds.)

GROUP 11-c: Operator of helicopter (when used in erection work); Remote-controlled earthmoving equipment

TRUCK DRIVERS CLASSIFICATIONS

GROUP 1: Bulk cement spreader (with or without auger, under 4 yds. water level); Bus driver; Concrete pump machine; Concrete pump truck (when flat rack truck is used appropriate flat rack rate shall apply); Dump (under 4 yds. water level); Dumpcrete truck (under 4 yds. water level); Dumpster (under 4 yds. water level); Escort or pilot car driver; Nipper truck (when flat rack truck is used appropriate flat rack rate shall apply); Pickup; Skid (debris box, under 4 yds. water level); Team driver; Truck (dry pre-batch concrete mix, under 4 yds. water level)

GROUP 2: Teamster oiler and/or greaser and/or service person

GROUP 3: Bulk cement spreader (with or without auger, 4 yds. and under 6 yds. water level); Dump (4 yds. and under 6 yds. water level); Dumpcrete (4 yds. and under 6 yds. water level); Dumpster (4 yds. and under 6 yds. water level); Skid (debris box, 4 yds. and under 6 yds. water level); Single unit flat rack (2 axle unit); Industrial lift truck (mechanical tailgate); Truck (dry pre-batch concrete mix, 4 yds. and under 6 yds. water level)

GROUP 4: Jetting truck and water truck (under 2,500 gallons)

GROUP 5: Road oil truck or boot person

GROUP 6: Lift jitney, fork lift

GROUP 7: Transit mix, agitator (under 6 yds.)

GROUP 8: Fuel and/or grease truck driver or fuel

GROUP 9: Vacuum truck, under 3,500 gallons

GROUP 10: Scissor truck; Single unit flat rack (2 axle unit); Industrial lift truck (mechanical tailgate); Small rubber-tired tractor (when used within Teamsters' jurisdiction)

GROUP 11: Jetting truck and water trucks, 2,500 gallons and under 4,000 gallons

GROUP 12: Combination winch truck with hoist; Transit mix agitator (6 yds. and under 8 yds.)

GROUP 13: Vacuum truck, 3,500 gallons and under 5,500 gallons

GROUP 14: Rubber-tired muck car (not self-loaded)

GROUP 15: Bulk cement spreader (with or without auger, 6

yds. and under 8 yds. water level); Dump (6 yds. and under 8 yds. water level); Dumpcrete (6 yds. and under 8 yds. water level); Dumpster (6 yds. and under 8 yds. water level); Skid (debris box, 6 yds. and under 8 yds. water level); Truck (dry pre-batch concrete mix, 6 yds. and under 8 yds. water level)

GROUP 16: A-frame, winch truck; Buggymobile; Jetting and water truck (4,000 gallons and under 5,000 gallons); Rubber-tired jumbo

GROUP 17: Heavy-duty transport (high bed)

GROUP 18: Ross Hyster and similar straddle carrier

GROUP 19: Transit mix agitator (8 yds. through 10 yds.)

GROUP 20: Vacuum truck (5,500 gallons and under 7,500 gallons)

GROUP 21: Jetting truck and water truck (5,000 gallons and under 7,000 gallons)

GROUP 22: Combination boot person and road oiler

GROUP 23: Transit mix agitator (over 10 yds. through 12 yds.)

GROUP 24: Bulk cement spreader (with or without auger, 8 yds. and including 12 yds. water level); Dump (8 yds. and including 12 yds. water level); Dumpcrete (8 yds. and including 12 yds. water level); Self-propelled street sweeper with self-contained refuse bin; Skid (debris box, 8 yds. and including 12 yds. water level); Snow Go and/or snow plow; Truck (dry pre-batch concrete mix, 8 yds. and including 12 yds. water level)

GROUP 25: Heavy-duty transport (gooseneck lowbed)

GROUP 26: Transit mix agitator (over 12 yds. through 17 yds.)

GROUP 27: Ammonia nitrate distributor driver and mixer; Bulk cement spreader (with or without auger, over 12 yds. and including 18 yds. water level); Dump (over 12 yds. and including 18 yds. water level); Dumpcrete (over 12 yds. and including 18 yds. water level); Dumpster (over 12 yds. and including 18 yds. water level); Skid (debris box, over 12 yds. and including 18 yds. water level); Truck (dry pre-batch concrete mix, over 12 yds. and including 18 yds. water level)

GROUP 28: Double gooseneck (7 or more axles); Heavy-duty transport tiller

GROUP 29: P.B. or similar type self-loading truck

GROUP 30: Transit mix agitator (over 14 yds. through 16 yds.)

GROUP 31: Bulk cement spreader (with or without auger, over 18 yds. and including 24 yds. water level); Combination dump and dump trailer; Dump (over 18 yds. and including 24 yds. water level); Dumpcrete (over 18 yds. and including 24 yds. water level); Dumpster (over 18 yds. and including 24 yds. water level); Skid (debris box, over 18 yds. and including 24 yds. water level); Transit mix agitator (over 12 yds. through 16 yds.); Truck (dry pre-batch concrete mix, over 18 yds. and including 24 yds. water level)

GROUP 32: Bulk cement spreader (with or without auger, over 24 yds. and including 35 yds. water level); Dump (over 24 yds. and including 35 yds. water level); Dumpcrete (over 24 yds. and including 35 yds. water level); Dumpster (over 24 yds. and including 35 yds. water level); DW 10's, 20's, 21's and other similar Cat type, Terra Cobra, LeTournapulls, Tournarocker, Euclid and similar type equipment when pulling fuel and/or grease

tank trailers or other miscellaneous trailers; Skid (debris box, over 24 yds. and including 35 yds. water level); Truck (dry pre-batch concrete mix, over 24 yds. and including 35 yds. water level)

GROUP 33: Truck repair person

GROUP 34: Bulk cement spreader (with or without auger, over 35 yds. and including 50 yds. water level); Dump (over 35 yds. and including 50 yds. water level); Dumpcrete (over 35 yds. and including 50 yds. water level); Dumpster (over 35 yds. and including 50 yds. water level); Skid (debris box, over 35 yds. and including 50 yds. water level); Truck (dry pre-batch concrete mix, over 35 yds. and including 50 yds. water level)

GROUP 35: DW 10's, 20's, 21's and other similar Cat type, Terra Cobra, LeTournapulls, Tournarocker, Euclid and similar type equipment when pulling Aqua/Pak or water tank trailers

GROUP 36: Bulk cement spreader (with or without auger, over 50 yds. and under 65 yds. water level); Dump (over 50 yds. and under 65 yds. water level); Dumpcrete (over 50 yds. and under 65 yds. water level); Dumpster (over 50 yds. and under 65 yds. water level); Helicopter pilot (when transporting workers or materials); Skid (debris box, over 50 yds. and under 65 yds. water level); Truck (dry pre-batch concrete mix, over 50 yds. and under 65 yds. water level)

GROUP 37: Bulk cement spreader (with or without auger, 65 yds. and including 80 yds. water level); Dump (65 yds. and including 80 yds. water level); Dumpcrete (65 yds. and including 80 yds. water level); Dumpster (65 yds. and including 80 yds. water level); Skid (debris box, 65 yds. and including 80 yds. water level); Truck (dry pre-batch concrete mix, 65 yds. and including 80 yds. water level)

GROUP 38: Bulk cement spreader (with or without auger, over 80 yds. and including 95 yds. water level); Dump (over 80 yds. and including 95 yds. water level); Dumpcrete (over 80 yds. and including 95 yds. water level); Dumpster (over 80 yds. and including 95 yds. water level); Skid (debris box, over 80 yds. and including 95 yds. water level); Truck (dry pre-batch concrete mix, over 80 yds. and including 95 yds. water level)

TEAM0094B 06/16/1999

	Rates	Fringes
TRUCK DRIVERS:		
GROUP 1	21.06	11.46
GROUP 2	21.36	11.46
GROUP 3	21.66	11.46
GROUP 4	22.01	11.46
GROUP 5	22.36	11.46

FOOTNOTES:

Articulated dump truck; Bulk cement spreader (with or without auger); Dumpcrete truck; Skid truck (debris box); Dry pre-batch concrete mix trucks; Dumpster or similar type; Slurry truck: Use dump truck yardage rate.

Heater planer; Asphalt burner; Scarifier burner; Industrial lift truck (mechanical tailgate); Utility and clean-up truck: Use appropriate rate for the power unit or the equipment utilized.

TRUCK DRIVER CLASSIFICATIONS

GROUP 1: Dump trucks, under 6 yds.; Single unit flat rack (2-axle unit); Nipper truck (when flat rack truck is used)

appropriate flat rack shall apply); Concrete pump truck (when flat rack truck is used appropriate flat rack shall apply); Concrete pump machine; Fork lift and lift jitneys; Fuel and/or grease truck driver or fuelperson; Snow buggy; Steam cleaning; Bus or personhaul driver; Escort or pilot car driver; Pickup truck; Teamster oiler/greaser and/or serviceperson; Hook tender (including loading and unloading); Team driver; Tool room attendant (refineries)

GROUP 2: Dump trucks, 6 yds. and under 8 yds.; Transit mixers, through 10 yds.; Water trucks, under 7,000 gals.; Jetting trucks, under 7,000 gals.; Vacuum trucks, under 7,500 gals.; Single unit (flat rack 3-axle unit); Highbed heavy duty transport; Scissor truck; Rubber-tired muck car (not self-loaded); Rubber-tired truck, jumbo; Winch truck and "A" frame drivers; Combination winch truck with hoist; Road oil truck or bootperson; Buggymobile; Ross, Hyster and similar straddle carrier; Small rubber-tired tractor

GROUP 3: Dump trucks, 8 yds. and including 35 yds.; Transit mixers, over 10 yds.; Water trucks, 7,000 gals. and over; Jetting trucks, 7,000 gals. and over; Vacuum trucks, 7,500 gals. and over; Trucks towing tilt bed or flat bed pull trailers; Lowbed heavy duty transport; Heavy duty transport tiller person; Self-propelled street sweeper with self-contained refuse bin; Boom truck - hydro-lift or Swedish type extension or retracting crane; P.B. or similar type self-loading truck; Tire repairperson; Truck repairperson; Combination bootperson and road oiler; Dry distribution truck (A bootperson when employed on such equipment, shall receive the rate specified for the classification of road oil trucks or bootperson); Ammonia nitrate distributor, driver and mixer; Snow Go and/or plow

GROUP 4: Dump trucks, over 35 yds. and under 65 yds.; Water pulls - DW 10's, 20's, 21's and other similar equipment when pulling Aqua/pak or water tank trailers; Helicopter pilots (when transporting men or materials); DW10's, 20's, 21's and other similar Cat type, Terra Cobra, LeTourneau Pulls, Tournorocker, Euclid and similar type equipment when pulling fuel and/or grease tank trailers or other miscellaneous trailers

GROUP 5: Dump trucks, 65 yds. and over; Holland hauler

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29 CFR 5.5(a)(1)(v)).

In the listing above, the "SU" designation means that rates listed under that identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination

- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U. S. Department of Labor
200 Constitution Avenue, N. W.
Washington, D. C. 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N. W.
Washington, D. C. 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U. S. Department of Labor
200 Constitution Avenue, N. W.
Washington, D. C. 20210

4.) All decisions by the Administrative Review Board are final.

END OF GENERAL DECISION

General Decision Number CA000029
Superseded General Decision No. CA990029
State: California
Construction Type:

BUILDING
DREDGING
HEAVY
HIGHWAY

County(ies):

ALAMEDA	MARIPOSA	SAN MATEO
CALAVERAS	MERCED	SANTA CLARA
CONTRA COSTA	MONTEREY	SANTA CRUZ
FRESNO	SAN BENITO	STANISLAUS
KINGS	SAN FRANCISCO	TUOLUMNE
MADERA	SAN JOAQUIN	

BUILDING CONSTRUCTION PROJECTS; DREDGING PROJECTS (does not include hopper dredge work); HEAVY CONSTRUCTION PROJECTS (does not include water well drilling); HIGHWAY CONSTRUCTION PROJECTS

Modification Number Publication Date

0	02/11/2000
1	03/03/2000
2	03/17/2000
3	04/28/2000

COUNTY(ies):

ALAMEDA	MARIPOSA	SAN MATEO
CALAVERAS	MERCED	SANTA CLARA
CONTRA COSTA	MONTEREY	SANTA CRUZ
FRESNO	SAN BENITO	STANISLAUS
KINGS	SAN FRANCISCO	TUOLUMNE
MADERA	SAN JOAQUIN	

ASBE0016A 08/01/1999

Rates Fringes

INSULATOR/ASBESTOS WORKER

Includes the application of all
insulating materials, protective
coverings, coatings, and finishings
to all types of mechanical systems

36.13 7.41

ASBE0016E 05/01/1999

Rates Fringes

ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO AND SANTA CLARA
COUNTIES:

ASBESTOS REMOVAL WORKER/
HAZARDOUS MATERIAL HANDLER

Includes preparation, wetting,
stripping, removal, scrapping,
vacuuming, bagging and disposing
of all insulation materials from
mechanical systems, whether they
contain asbestos or not

22.01 4.28

ASBE0016F 05/01/1999

Rates Fringes

CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, MONTEREY, SAN
BENITO, SAN JOAQUIN, SANTA CRUZ, STANISLAUS AND TUOLUMNE
COUNTIES:

ASBESTOS REMOVAL WORKER/
HAZARDOUS MATERIAL HANDLER

Includes preparation, wetting,
stripping, removal, scrapping,
vacuuming, bagging and disposing
of all insulation materials from
mechanical systems, whether they
contain asbestos or not

22.01 4.28

BOIL0092A 10/01/1999

	Rates	Fringes
BOILERMAKER	29.56	9.81
TUBE WELDER	31.06	9.81

BRCA0003B 08/01/1998

	Rates	Fringes
MARBLE FINISHER	21.12	4.97

BRCA0003D 08/01/1998

	Rates	Fringes
MARBLE SETTER	25.89	12.92

BRCA0003G 07/01/1999

	Rates	Fringes
SAN FRANCISCO AND SAN MATEO COUNTIES: BRICKLAYER	29.45	9.75

FOOTNOTES:

Underground work such as tunnel work, sewer work, manholes,
catch basins, sewer pipes and telephone conduit: \$5.00 per day
additional.

Additionally, for work in direct contact with raw sewage: \$2.50
per day additional.

Operating a saw or grinder: \$0.50 per hour additional.

Gunite nozzle person: \$1.00 per hour additional.

On one or two person light duty swinging scaffolds, from and
including the seventh floor to the sky (floors to be determined
by the number on the elevator identity or floor identity): \$10.00
per day additional.

BRCA0003K 07/01/1999

	Rates	Fringes
ALAMEDA, CONTRA COSTA, SAN BENITO AND SANTA CLARA COUNTIES: BRICKLAYER	28.67	8.53
CALAVERAS, SAN JOAQUIN, STANISLAUS AND TUOLUMNE COUNTIES: BRICKLAYER	24.45	7.05

FOOTNOTES:

Underground work such as tunnel work, sewer work, manholes,
catch basins, sewer pipes and telephone conduit shall be paid
\$5.00 per day above the regular wage.

In addition to the daily allowance specified in the preceding
sentence, all employees working in direct contact with raw sewage
shall receive an additional allowance of \$2.50 per day above the
regular wage.

Fifty cents (\$0.50) per hour extra will be allowed for
operating a saw or grinder, provided such work is for the major

portion of the day.

A gunite nozzle person shall receive \$1.00 per hour above the journeyman wage rate.

On one or two-person light-duty swinging scaffolds, from and including the seventh floor to the sky, \$10.00 per day over and above the regular wage shall be paid. The floors shall be determined by the number on the elevator identity or floor identity.

BRCA00030 07/01/1999

	Rates	Fringes
MONTEREY AND SANTA CRUZ COUNTIES:		
BRICKLAYER	27.38	9.05

FOOTNOTES:

Underground work such as tunnel work, sewer work, manholes, catch basins, sewer pipes and telephone conduit: \$5.00 per day additional. In addition to the daily allowance specified in the preceding sentence, all workers working in direct contact with raw sewage: \$2.50 per day additional.

Operating a saw or grinder, provided such work is for the major portion of the day: \$0.50 per hour additional.

Gunite nozzle person: \$1.00 per hour additional.

Work on one or two person light duty swinging scaffolds, from and including the seventh floor to the sky (floors to be determined by the number on the elevator identity or floor identity): \$10.00 per day additional.

BRCA0003Q 07/01/1999

	Rates	Fringes
FRESNO, KINGS, MADERA, MARIPOSA AND MERCED COUNTIES:		
BRICKLAYER	22.35	8.15

BRCA0003T 04/01/1998

	Rates	Fringes
ALAMEDA, CALAVERAS, CONTRA COSTA, MONTEREY, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ, STANISLAUS AND TUOLUMNE COUNTIES:		
TILE SETTER	25.03	7.60
TILE FINISHER	13.06	5.27

BRCA0004P 07/01/1999

	Rates	Fringes
TERRAZZO WORKER	29.33	5.70
TERRAZZO FINISHER	15.56	5.02

FOOTNOTE:

Base machine operator: \$.75 per hour additional.

* BRCA9003A 04/01/1999

	Rates	Fringes
FRESNO, KINGS, MADERA, MARIPOSA AND MERCED COUNTIES:		
TILE FINISHER	15.70	4.22
TILE SETTER	20.29	5.00

CARP0003A 08/01/1999

	Rates	Fringes
ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO AND SANTA CLARA COUNTIES:		

DRYWALL INSTALLER/LATHER	27.00	11.065
DRYWALL STOCKER/SCRAPPER	13.50	6.265
MONTEREY, SAN BENITO AND SANTA CRUZ COUNTIES:		
DRYWALL INSTALLER/LATHER	23.87	11.065
DRYWALL STOCKER/SCRAPPER	11.94	6.265
REMAINDER OF COUNTIES:		
DRYWALL INSTALLER/LATHER	23.02	11.065
DRYWALL STOCKER/SCRAPPER	11.51	6.265

NOTE: Effective 7/1/99 new projects public or private, valued at twenty-five million dollars or more shall be paid at the Alameda, Contra Costa, San Francisco, San Mateo, and Santa Clara Counties rate.

CARP0012E 09/01/1993

	Rates	Fringes
CALAVERAS, SAN JOAQUIN AND STANISLAUS COUNTIES:		
TILE FINISHER	12.80	3.12

CARP0034A 07/01/1996

	Rates	Fringes
DIVERS:		
Diver standby	25.95	12.955
Diver wet pay	37.20	12.955
Tender	25.95	12.955
Saturation diver	45.80	12.955
Manned submersible	45.80	12.955
Manifold operator/life support Technician	29.55	12.955
Remote controlled vehicle-remote operated vehicle pilot	25.95	12.955
Bell winch operator	25.95	12.955
DEPTH PAY (Surface Diving):		
50 to 100 ft	\$1.32/ft	
100 to 150 ft	\$66.00 + \$1.85/ft	
150 to 200 ft	\$158.00 + \$2.65/ft	
200 ft and over	\$291.00 + \$3.00/ft	

CARP0034C 07/01/1997

	Rates	Fringes
ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO, AND SANTA CLARA COUNTIES:		
PILEDRIIVER	24.95	12.765
PILEDRIIVER - BRIDGE BUILDER	25.91	10.165
CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS, AND TUOLUMNE COUNTIES:		
PILEDRIIVER	24.95	12.765
PILEDRIIVER - BRIDGE BUILDER	22.43	10.165
MONTEREY, SAN BENITO AND SANTA CRUZ COUNTIES:		
PILEDRIIVER	24.95	12.765
PILEDRIIVER - BRIDGE BUILDER	23.28	10.165

CARP0035A 07/01/1999

	Rates	Fringes
ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO, AND SANTA CLARA COUNTIES:		
CARPENTER	27.00	10.935
HARDWOOD FLOORLAYER; SHINGLER;		

POWER SAW OPERATOR; STEEL SCAFFOLD AND STEEL SHORING ERECTOR; SAW FILER	27.15	10.935
BRIDGE BUILDERS	27.00	10.935
MILLWRIGHT	27.00	12.395
CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS, AND TUOLUMNE COUNTIES:		
CARPENTER	22.52	10.935
HARDWOOD FLOORLAYER; SHINGLER; POWER SAW OPERATOR; STEEL SCAFFOLD AND STEEL SHORING ERECTOR; SAW FILER	22.67	10.935
BRIDGE BUILDERS	23.52	10.935
MILLWRIGHT	23.17	12.395
MONTEREY, SAN BENITO, AND SANTA CRUZ COUNTIES:		
CARPENTER	23.87	10.935
HARDWOOD FLOORLAYER; SHINGLER; POWER SAW OPERATOR; STEEL SCAFFOLD AND STEEL SHORING ERECTOR; SAW FILER	24.02	10.935
BRIDGE BUILDERS	24.37	10.935
MILLWRIGHT	24.52	12.395
FOOTNOTE: Effective 7/1/99 new projects public or private, valued at twenty-five million dollars or more shall be paid at the Alameda, Contra Costa, San Francisco, San Mateo, and Santa Clara counties rate.		

CARP0035H 07/01/1999		
	Rates	Fringes
MODULAR FURNITURE INSTALLER	16.87	7.465

ELEC0006A 12/01/1999		
	Rates	Fringes
ALAMEDA, CONTRA COSTA, MONTEREY, SAN BENITO, SAN FRANCISCO, SAN MATEO, SANTA CLARA, AND SANTA CRUZ COUNTIES:		
COMMUNICATIONS AND SYSTEMS WORK:		
Communications and Systems Installer	20.57	3%+4.10
Communications and Systems Technician	24.28	3%+4.10
SCOPE OF WORK:		
Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.		
FOOTNOTE:		
Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel		

building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

ELEC0006D 06/01/1998		
	Rates	Fringes
SAN FRANCISCO COUNTY:		
LINE CONSTRUCTION:		
Line technician; ground		
person/driver	34.375	3% + 11.665
Cable splicer	38.67	3% + 11.665
Ground person	29.92	3% + 11.665

ELEC0006E 11/01/1998		
	Rates	Fringes
SAN FRANCISCO COUNTY:		
SIGN ELECTRICIAN	20.00	3%

FOOTNOTE:

Paid Holidays: New Year's Day, Washington's Birthday, Memorial Day, 4th of July, Labor Day, Thanksgiving Day, Day after Thanksgiving, and Christmas Day. To be eligible for holiday pay the worker must work the first business day before and after said holiday.

ELEC0006H 06/01/1998		
	Rates	Fringes
SAN FRANCISCO COUNTY:		
ELECTRICIAN:		
Electrician	34.375	3% + 11.57
Cable splicer	38.67	3% + 11.57

ELEC0006K 12/01/1999		
	Rates	Fringes
CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS AND TUOLUMNE COUNTIES:		
COMMUNICATIONS AND SYSTEMS WORK:		
Communications and Systems		
Installer	18.72	3%+4.10
Communications and Systems		
Technician	21.31	3%+4.10

SCOPE OF WORK:

Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE:

Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel

building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

ELEC0100B 06/01/1997

	Rates	Fringes
FRESNO, KINGS, MADERA, COUNTIES:		
LINE TECHNICIAN	20.78	3.75%+ 6.81

ELEC0100C 06/01/1999

	Rates	Fringes
FRESNO, KINGS, AND MADERA COUNTIES:		
ELECTRICIAN	23.60	3% + 8.51

ELEC0234A 06/01/1999

	Rates	Fringes
MONTEREY, SAN BENITO AND SANTA CRUZ COUNTIES:		
ELECTRICIANS:		
Within the radius of 25 air miles		
from the intersection of Dolan		
Road and Hwy. #1 in Moss Landing;		
and an area extending 5 miles		
east and west of Hwy. #101 south		
to the San Luis Obispo County line:		
Electrician	26.08	3% + 10.72
Electrician, while welding	27.38	3% + 10.72
Cable splicer	29.34	3% + 10.72
Remainder of County:		
Electrician	28.69	3% + 10.72
Electrician, while welding	30.12	3% + 10.72
Cable splicer	32.27	3% + 10.72

ELEC0234B 05/27/1996

	Rates	Fringes
MONTEREY, SAN BENITO, AND SANTA CRUZ COUNTIES:		
LINE CONSTRUCTION:		
Within the radius of 25 air miles		
from the intersection of Dolan		
Road and Hwy. #1 in Moss Landing;		
and an area extending 5 miles		
east and west of Hwy. #101 south		
to the San Luis Obispo County line:		
Line technician & Equipment		
Operator	23.20	4%+9.80
Cable Splicer	26.10	4%+9.80
Ground Person/Truck Driver	17.40	4%+8.35
Remainder of County:		
Line Technician & Equipment		
Operator	25.52	4%+9.80
Cable Splicer	28.42	4%+9.80
Ground Person/Truck Driver	19.72	4%+8.35

ELEC0302A 06/01/1999

	Rates	Fringes
CONTRA COSTA COUNTY:		
ELECTRICIANS:		
Electrician	31.90	3%+8.16

Cable splicer	35.10	3%+8.16

ELEC0302B 06/01/1996		
	Rates	Fringes
CONTRA COSTA COUNTY:		
LINE CONSTRUCTION:		
Line technician	29.26	3%+8.60
Cable splicer	32.19	3%+8.60
Equipment operator	26.33	3%+8.60
Ground person	21.95	3%+8.60

ELEC0332A 06/01/1999		
	Rates	Fringes
SANTA CLARA COUNTY:		
ELECTRICIANS:		
Electrician	33.50	3% + 11.06
Cable splicer	37.69	3% + 11.06
FOOTNOTES:		
Work under compressed air or where gas masks are required, or work on ladders, scaffolds, stacks, "Bosun's chairs," or other structures and where the workers are not protected by permanent guard rails at a distance of 40 to 60 ft. from the ground or supporting structures: to be paid one and one-half times the straight-time rate of pay.		
Work on structures of 60 ft. or over (as described above): to be paid twice the straight-time rate of pay.		
Welding: \$5.00 per day additional.		

ELEC0332B 06/01/1999		
	Rates	Fringes
SANTA CLARA COUNTY:		
LINE CONSTRUCTION:		
Line technician; line equipment person	33.50	3% + 11.06
Cable splicer	37.69	3% + 11.06
Ground person	29.32	3% + 10.11
FOOTNOTE:		
Work on wooden poles, "H" frames or similar structures at a height of 75 ft. or more, or work on steel towers on tower structures where the point of attachment of the lowest high voltage insulator to the tower is 100 ft. or more: to be paid double time.		
Flood lighting equipment or warning and signal lighting or similar equipment installed on towers over 100 ft. shall be considered premium work as provided above.		
In determining height premium work, the top of the concrete footing of the stepped leg of the tower, or the ground level of the poles to be climbed and the lower side of the cross arm from which workers are required to work, shall be the determining factors.		
There shall be no height premium work for the erection of steel transmission towers themselves.		

ELEC0595A 06/01/1999		
	Rates	Fringes
ALAMEDA COUNTY:		
ELECTRICIANS:		

Electrician	31.94	3% + 11.86
Cable splicer	35.93	3% + 11.86

ELEC0595B 12/01/1999		
	Rates	Fringes
CALAVERAS AND SAN JOAQUIN COUNTIES:		
ELECTRICIANS:		
Tunnel work:		
Electrician	27.19	5.75%+ 8.59
Cable splicer	30.59	5.75%+ 8.59
All other work:		
Electrician	27.06	5.75%+ 8.59
Cable splicer	30.44	5.75%+ 8.59

ELEC0617A 06/01/1999		
	Rates	Fringes
SAN MATEO COUNTY:		
ELECTRICIAN	35.80	3% + 9.86

ELEC0684A 07/01/1999		
	Rates	Fringes
MARIPOSA, MERCED, STANISLAUS AND TUOLUMNE COUNTIES:		
ELECTRICIANS:		
Work eight road miles from the City Halls of Modesto, Turlock and Merced; 0-2 air miles from the intersection of Washington St. and Stockton Rd., Sonora:		
Uncompleted tunnel work:		
Electrician	25.32	6% + 8.65
Cable splicer	27.85	6% + 8.65
Electrician when welding or heliarc	26.57	6% + 8.65
Heading electrician:		
Electrician	27.02	6% + 8.65
Cable splicer	29.72	6% + 8.65
Electrician when welding or heliarc	28.27	6% + 8.65
All other work:		
Electrician	25.17	6% + 8.65
Cable splicer	27.69	6% + 8.65
Electrician when welding or heliarc	26.42	6% + 8.65
Work in Merced and Stanislaus Counties to that point 200 yds. west of and parallel to Hwy. I-5 (except Zone 1):		
Uncompleted tunnel work:		
Electrician	26.32	6% + 8.65
Cable splicer	28.85	6% + 8.65
Electrician when welding or heliarc	27.57	6% + 8.65
Heading electrician:		
Electrician	28.02	6% + 8.65
Cable splicer	30.72	6% + 8.65
Electrician when welding or heliarc	29.27	6% + 8.65

All other work:		
Electrician	26.17	6% + 8.65
Cable splicer	28.69	6% + 8.65
Electrician when welding		
or heliarc	27.42	6% + 8.65
Work 2-4 air miles from the intersection of Washington St. and Stockton Rd., Sonora.		
Four air miles from the City Halls of Mariposa and Los Banos:		
Uncompleted tunnel work:		
Electrician	27.07	6% + 8.65
Cable splicer	29.60	6% + 8.65
Electrician when welding		
or heliarc	28.32	6% + 8.65
Heading electrician:		
Electrician	28.77	6% + 8.65
Cable splicer	31.47	6% + 8.65
Electrician when welding		
or heliarc	30.02	6% + 8.65
All other work:		
Electrician	26.92	6% + 8.65
Cable splicer	29.44	6% + 8.65
Electrician when welding		
or heliarc	28.17	6% + 8.65
Work in remainder of Mariposa, Merced, Stanislaus and Tuolumne Counties:		
Uncompleted tunnel work:		
Electrician	28.32	6% + 8.65
Cable splicer	30.85	6% + 8.65
Electrician when welding		
or heliarc	29.57	6% + 8.65
Heading electrician:		
Electrician	30.02	6% + 8.65
Cable splicer	32.72	6% + 8.65
Electrician when welding		
or heliarc	31.27	6% + 8.65
All other work:		
Electrician	28.17	6% + 8.65
Cable splicer	30.69	6% + 8.65
Electrician when welding		
or heliarc	29.42	6% + 8.65

FOOTNOTE:

Work from trusses, scaffolds, frames, ladders, etc., at a distance of 40 ft. or more from the ground floor, or work on stacks or towers at a distance of 60 to 90 ft.: to be paid double the regular rate.

Work where other than climatic temperatures exceed 130 degrees F. maximum or 20 degrees F. minimum: to be paid 1-1/2 times the regular rate.

ELEC1245A 06/01/1999

	Rates	Fringes
LINE CONSTRUCTION AND OUTSIDE UTILITY TRANSMISSION WORK:		
Line worker; Cable splicer	30.39	4.5% + 6.78
Powder worker	28.87	4.5% + 6.54

Ground person	19.75	4.5% + 6.50
Equipment specialist (operates crawler tractors, commercial motor vehicles, backhoes, trenchers, cranes (50 tons and below), and overhead and underground distribution line equipment)	25.83	4.5% + 6.50
Line worker, welding	31.91	4.5% + 7.02

SCOPE OF WORK:

All outside work on electrical transmission lines, switchyards and substations, and outside work in electrical utility distribution systems owned, maintained and operated by electrical utility companies, municipalities, or governmental agencies.

ELEV0008A 08/01/1999

	Rates	Fringes
ELEVATOR MECHANIC	40.955	6.935

FOOTNOTE:

Vacation Pay: 8% with 5 or more years of service, 6% for 6 months to 5 years service. Paid Holidays: New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Friday after, and Christmas Day.

ENGI0001A 05/01/1999

	Rates	Fringes
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POWER EQUIPMENT OPERATORS

CRANES AND ATTACHMENTS

DREDGING

TUNNEL AND UNDERGROUND

These areas do not apply to piledrivers and steel erectors.

AREA 1: ALAMEDA, CONTRA COSTA, KINGS, MERCED, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ AND STANISLAUS COUNTIES

The remaining counties are split between Area 1 and Area 2 as noted below:

CALAVERAS COUNTY:

AREA 1: Area within the line beginning at the southernmost point of Calaveras County,

Thence northerly along the southeasterly county line to the intersection with the easterly line of Range 15 East,

Thence northerly to the northeast corner of Township 5N, Range 15E,

Thence westerly to the southeast corner of Township 6N, Range 14E,

Thence northerly along the range line to the intersection with the northerly line of said county,

Thence westerly and southerly along the county line to the point of beginning.

AREA 2: Remainder of Calaveras County.

FRESNO COUNTY:

AREA 1: Area within the line beginning at the southeast corner of Township 13S, Range 28E,

Thence northerly to the northeast corner of Township 13S, Range 28E,

Thence westerly to the southeast corner of Township 12S, Range 27E,

Thence northerly to the northeast corner of Township 12S,
Range 27E,
Thence westerly to the southeast corner of Township 11S,
Range 26E,
Thence northerly to the northeast corner of Township 11S,
Range 26E,
Thence westerly to the southeast corner of Township 10S,
Range 25E,
Thence northerly to the northeast corner of Township 9S,
Range 25E,
Thence westerly to the southeast corner of Township 8S, Range
24E,
Thence northerly to the northeast corner of Township 8S,
Range 24E,
Thence westerly along the north line of Township 8S to
the intersection with the Fresno County line,
Thence southwesterly and northwesterly along said county line
to the intersection with the southeasterly line of Merced
County,
Thence southwesterly along said county line to the
intersection with the easterly line of San Benito County,
Thence southerly along said county line to the intersection
with the easterly line of Monterey County,
Thence southeasterly along said county line to the
intersection with the northwesterly line of Kings County,
Thence northeasterly along the southeasterly line of Fresno
County to the point of beginning.
AREA 2: Remainder of Fresno County.

MADERA COUNTY:

AREA 1: Area within the line beginning at the point of
intersection of Fresno County, Madera County, and Merced
County,
Thence southeasterly and northeasterly along the southerly
line of Madera County to the intersection with the
northerly line of Township 8S,
Thence westerly to the southeast corner of Township 7S, Range
23E,
Thence northerly to the northeast corner of Township 6S,
Range 23E,
Thence westerly along the north line of Township 6S to the
intersection of the northwesterly line of Madera County,
Thence southwesterly along said county line to the point of
beginning.
AREA 2: Remainder of Madera County.

MARIPOSA COUNTY:

AREA 1: Area within the line beginning at the point of
intersection of Stanislaus County with Mariposa County,
Thence southeasterly along the westerly line of Mariposa
County to the intersection of Madera County,
Thence northeasterly along said county line to the
intersection of the southerly line of Township 5S,
Thence westerly to the southeast corner of Township 5S, Range
20E,
Thence northerly to the northeast corner of Township 5S,
Range 20E,
Thence westerly to the southeast corner of Township 4S, Range
19E,

Thence northerly along the range line to the intersection with the northerly line of Mariposa County,
Thence westerly along said county line to the point of beginning.

AREA 2: Remainder of Mariposa County.

MONTEREY COUNTY:

AREA 1: Area within a line beginning at the intersection of the southerly line of Township 19S with the Pacific Ocean,
Thence easterly along the southerly line of Township 19S to the northwest corner of Township 20S, Range 6E,
Thence southerly to the southwest corner of Township 20S, Range 6E,
Thence easterly to the northwest corner of Township 21S, Range 7E,
Thence southerly to the southwest corner of Township 21S, Range 7E,
Thence easterly to the northwest corner of Township 22S, Range 9E,
Thence southerly to the southwest corner of Township 22S, Range 9E,
Thence easterly to the northwest corner of Township 23S, Range 10E,
Thence southerly to the southwest corner of Township 24S, Range 10E,
Thence easterly along the southerly line of Township 24S to the southeasterly corner of Monterey County,
Thence northwesterly along said county line to the point of intersection with the southerly line of Santa Cruz County,
Thence westerly along the northerly line of Monterey County to the Pacific Ocean,
Thence southerly along the Pacific Ocean to the point of beginning.

AREA 2: Remainder of Monterey County.

TUOLUMNE COUNTY:

AREA 1: Area within the line beginning at the point of intersection of the easterly line of Township 2S, Range 19E, with the southerly line of Tuolumne County,
Thence northerly to the northeast corner of Township 1S, Range 19E,
Thence westerly to the southeast corner of Township 1N, Range 18E,
Thence northerly to the northeast corner of Township 3N, Range 18E,
Thence westerly to the southeast corner of Township 4N, Range 17E,
Thence northerly to the northeast corner of Township 4N, Range 17E,
Thence northerly to the northeast corner of Township 4N, Range 17E,
Thence westerly to the southeast corner of Township 5N, Range 15E,
Thence northerly to the intersection of the county line with the easterly line of Township 5N, Range 15E,
Thence southwesterly along the county line to the intersection of the northeasterly line of Stanislaus County,
Thence southeasterly along said county line to the

southernmost corner of Tuolumne County,
Thence easterly along the county line to the point of
beginning.

AREA 2: Remainder of Tuolumne County.

ENGI0003B 07/01/1999		
	Rates	Fringes
POWER EQUIPMENT OPERATORS:		
DREDGING: CLAMSHELL & DIPPER DREDGING;		
HYDRAULIC SUCTION DREDGING:		
AREA 1:		
Lever person/operator	32.79	11.16
Dredge dozer; Heavy duty		
repair person/welder	27.83	11.16
Booster pump operator; Deck		
engineer; Deck mate; Dredge		
tender; Winch operator	26.71	11.16
Barge person; Deckhand; Fire		
person; Leveehand; Oiler	23.41	11.16
AREA 2:		
Lever person/operator	34.79	11.16
Dredge dozer; Heavy duty		
repair person/welder	29.83	11.16
Booster pump operator; Deck		
engineer; Deck mate; Dredge		
tender; Winch operator	28.71	11.16
Barge person; Deckhand; Fire-		
person; Levee hand; Oiler	25.41	11.16

ENGI0003C 07/01/1999		
	Rates	Fringes
ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO AND SANTA CLARA		
COUNTIES:		
POWER EQUIPMENT OPERATORS:		
GROUP 1	31.82	12.79
GROUP 2	30.29	12.79
GROUP 3	28.81	12.79
GROUP 4	27.43	12.79
GROUP 5	26.16	12.79
GROUP 6	24.84	12.79
GROUP 7	23.70	12.79
GROUP 8	22.56	12.79
GROUP 8-A	20.35	12.79
POWER EQUIPMENT OPERATORS - ALL CRANES AND ATTACHMENTS:		
GROUP 1	32.70	12.79
Truck crane oiler	25.73	12.79
Oiler	23.44	12.79
GROUP 2	30.94	12.79
Truck crane oiler	25.47	12.79
Oiler	23.23	12.79
GROUP 3	29.20	12.79
Truck crane oiler	25.23	12.79
Hydraulic	24.84	12.79
Oiler	22.95	12.79
POWER EQUIPMENT OPERATORS - PILEDRIVERS:		
GROUP 1	33.04	12.79
Truck crane oiler	26.06	12.79

Oiler	23.78	12.79
GROUP 2	31.22	12.79
Truck crane oiler	25.81	12.79
Oiler	23.51	12.79
GROUP 3	29.54	12.79
Truck crane oiler	25.52	12.79
Oiler	23.29	12.79
GROUP 4	27.77	12.79
GROUP 5	25.13	12.79
GROUP 6	22.90	12.79
POWER EQUIPMENT OPERATORS - STEEL ERECTORS:		
GROUP 1	33.67	12.79
Truck crane oiler	26.35	12.79
Oiler	24.12	12.79
GROUP 2	31.90	12.79
Truck crane oiler	26.13	12.79
Oiler	23.85	12.79
GROUP 3	30.42	12.79
Truck crane oiler	25.86	12.79
Hydraulic	25.47	12.79
Oiler	23.63	12.79
GROUP 4	28.40	12.79
GROUP 5	27.10	12.79

FOOTNOTE:

Work suspended by ropes or cables, or work on a Yo-Yo Cat: \$.60 per hour additional.

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Operator of helicopter (when used in erection work); Hydraulic excavator, 7 cu. yds. and over; Power shovels, over 7 cu. yds.

GROUP 2: Highline cableway; Hydraulic excavator, 3-1/2 cu. yds. up to 7 cu. yds.; Power blade operator (finish); Power shovels, over 1 cu. yd. up to and including 7 cu. yds. m.r.c.

GROUP 3: Asphalt milling machine; Cable backhoe; Combination backhoe and loader over 3/4 cu. yds.; Continuous flight tie back machine; Crane mounted continuous flight tie back machine; Crane mounted drill attachment, tonnage to apply; Dozer, slope brd; Gradall; Hydraulic excavator, up to 3 1/2 cu. yds.; Loader 4 cu. yds. and over; Multiple engine scraper (when used as plush pull); Power shovels, up to and including 1 cu. yd.; Pre-stress wire wrapping machine; Side boom cat, 572, or larger; Track loader 4 cu. yds. and over; Wheel excavator (up to and including 750 cu. yds. per hour)

GROUP 4: Asphalt plant engineer/boxperson; Chicago boom; Combination backhoe and loader up to and including 3/4 cu. yd.; Concrete batch plant (wet or dry); Dozer and/or push cat; Pull-type elevating loader; Gradesetter, grade checker (mechanical or otherwise); Grooving and grinding machine; Heading shield operator; Heavy-duty drilling equipment, Hughes, LDH, Watson 3000 or similar; Heavy-duty repairperson and/or welder; Lime spreader; Loader under 4 cu. yds.; Lubrication and service engineer (mobile and grease rack); Mechanical finishers or spreader machine (asphalt, Barber-Greene and similar); Miller Formless M-9000 slope paver or similar; Portable crushing and screening plants; Power blade support; Roller operator, asphalt; Rubber-tired scraper, self-loading (paddle-wheels, etc.); Rubber-tired earthmoving equipment (scrapers); Slip form paver (concrete);

Small tractor with drag; Soil stabilizer (P & H or equal); Timber skidder; Track loader up to 4 yds.; Tractor-drawn scraper; Tractor, compressor drill combination; Welder; Woods-Mixer (and other similar Pugmill equipment)

GROUP 5: Cast-in-place pipe laying machine; Combination slusher and motor operator; Concrete conveyor or concrete pump, truck or equipment mounted; Concrete conveyor, building site; Concrete pump or pumpcrete gun; Drilling equipment, Watson 2000, Texoma 700 or similar; Drilling and boring machinery, horizontal (not to apply to waterliners, wagon drills or jackhammers); Concrete mixer/all; Person and/or material hoist; Mechanical finishers (concrete) (Clary, Johnson, Bidwell Bridge Deck or similar types); Mechanical burm, curb and/or curb and gutter machine, concrete or asphalt; Mine or shaft hoist; Portable crusher; Power jumbo operator (setting slip-forms, etc., in tunnels); Screed (automatic or manual); Self-propelled compactor with dozer; Tractor with boom D6 or smaller; Trenching machine, maximum digging capacity over 5 ft. depth; Vermeer T-600B rock cutter or similar

GROUP 6: Armor-Coater (or similar); Ballast jack tamper; Boom-type backfilling machine; Assistant plant engineer; Bridge and/or gantry crane; Chemical grouting machine, truck-mounted; Chip spreading machine operator; Concrete saw (self-propelled unit on streets, highways, airports and canals); Deck engineer, drilling equipment Texoma 600, Hughes 200 Series or similar up to and including 30 ft. m.r.c.; Drill doctor; Helicopter radio operator; Hydro-hammer or similar; Line master; Skidsteer loader, Bobcat larger than 743 series or similar (with attachments); Locomotive; Lull hi-lift or similar; Oiler, truck mounted equipment; Pavement breaker, truck-mounted, with compressor combination; Paving fabric installation and/or laying machine; Pipe bending machine (pipelines only); Pipe wrapping machine (tractor propelled and supported); screed (except asphaltic concrete paving); Self-propelled pipeline wrapping machine; Soils & materials tester; Tractor

GROUP 7: Ballast regulator; Boom truck or dual-purpose A-frame truck, non-rotating - under 15 tons; Truck-mounted rotating telescopic boom type lifting device, Manitex or similar (boom truck) - under 15 tons; Cary lift or similar; Combination slurry mixer and/or cleaner; Drilling equipment, 20 ft. and under m.r.c.; Firetender (hot plant); Grouting machine operator; Highline cableway signalperson; Stationary belt loader (Kolman or similar); Lift slab machine (Vagtborg and similar types); Maginnes internal full slab vibrator; Material hoist (1 drum); Mechanical trench shield; Pavement breaker (with or without compressor combination); Pipe cleaning machine (tractor propelled and supported); Post driver; Roller (except asphalt); Chip seal; Self-propelled automatically applied concrete curing machine (on streets, highways, airports and canals); Self-propelled compactor (without dozer); Signalperson; Slip-form pumps (lifting device for concrete forms); Tie spacer; Tower mobile; Trenching machine, maximum digging capacity up to and including 5 ft. depth; Truck-type loader

GROUP 8: Bit charpener; Boiler tender; Box operator; Brakeperson; Combination mixer and compressor (shotcrete/gunite); Compressor operator; Deckhand; Fire tender; Forklift (under 20 ft.); Generator; Gunite/shotcrete equipment operator; Hydraulic

monitor; Ken seal machine (or similar); Mixermobile; Oiler; Pump operator; Refrigeration plant; Reservoir-debris tug (self-propelled floating); Ross Carrier (construction site); Rotomist operator; Self-propelled tape machine; Shuttlecar; Self-propelled power sweeper operator; Slusher operator; Surface heater; Switchperson; Tar pot firetender; Tugger hoist, single drum; Vacuum cooling plant; Welding machine (powered other than by electricity)

GROUP 8-A: Elevator operator; Skidsteer loader - Bobcat 743 series or smaller, and similar (without attachments); Mini excavator under 25 H.P. (backhoe - trencher)

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

ALL CRANES AND ATTACHMENTS

GROUP 1: Clamshell and Dragline over 7 cu. yds.; Crane, over 100 tons; Derrick, over 100 tons; Derrick barge pedestal-mounted, over 100 tons; Self-propelled boom-type lifting device, over 100 tons

GROUP 2: Clamshell and Dragline over 1 cu. yd. up to and including 7 cu. yds.; Crane, over 45 tons up to and including 100 tons; Derrick barge, 100 tons and under; Self-propelled boom-type lifting device, over 45 tons; Tower crane

GROUP 3: Clamshell and Dragline up to and including 1 cu. yd.; Crane, 45 tons and under; Self-propelled boom-type lifting device, 45 tons and under; Truck-mounted rotating telescopic boom type lifting device, Manitex or similar (boom truck) - under 15 tons; Boom truck or dual purpose A-frame truck, non-rotating, over 15 tons

POWER EQUIPMENT OPERATORS - PILEDRIVER CLASSIFICATIONS

GROUP 1: Derrick barge pedestal mounted over 100 tons; Clamshell

over 7 cu. yds.; Self-propelled boom-type lifting device over 100 tons; Truck crane or crawler, land or barge mounted over 100 tons

GROUP 2: Derrick barge pedestal mounted 45 tons to and including 100 tons; Clamshell up to and including 7 cu. yds.; Self-propelled boom-type lifting device over 45 tons; Truck crane or crawler, land or barge mounted, over 45 tons up to and including 100 tons

GROUP 3: Derrick barge pedestal mounted under 45 tons; Self-propelled boom-type lifting device 45 tons and under; Skid/scow piledriver, any tonnage; Truck crane or crawler, land or barge mounted 45 tons and under

GROUP 4: Assistant operator in lieu of assistant to engineer; Forklift, 10 tons and over; Heavy-duty repairperson/welder

GROUP 5: Deck engineer

GROUP 6: Deckhand; Fire tender

POWER EQUIPMENT OPERATORS - STEEL ERECTOR CLASSIFICATIONS

GROUP 1: Crane over 100 tons; Derrick over 100 tons; Self-propelled boom-type lifting device over 100 tons

GROUP 2: Crane, over 45 tons up to and including 100 tons; Derrick, 100 tons & under; Self-propelled boom-type lifting device over 45 tons; Tower crane

GROUP 3: Crane, 45 tons and under; Self-propelled boom-type lifting device, 45 tons and under

GROUP 4: Chicago boom; Forklift, 10 tons and over; Heavy-duty repair person/welder

GROUP 5: Boom cat

ENGI0003G 07/01/1999		
	Rates	Fringes
POWER EQUIPMENT OPERATORS:		
TUNNEL AND UNDERGROUND WORK:		
AREA 1:		
UNDERGROUND:		
GROUP 1-A	30.29	12.79
GROUP 1	27.82	12.79
GROUP 2	26.56	12.79
GROUP 3	25.23	12.79
GROUP 4	24.09	12.79
GROUP 5	22.95	12.79
SHAFTS, STOPES AND RAISES:		
GROUP 1-A	30.39	12.79
GROUP 1	27.92	12.79
GROUP 2	26.66	12.79
GROUP 3	25.33	12.79
GROUP 4	24.19	12.79
GROUP 5	23.05	12.79
AREA 2:		
UNDERGROUND:		
GROUP 1-A	32.29	12.79
GROUP 1	29.82	12.79
GROUP 2	28.56	12.79
GROUP 3	27.23	12.79
GROUP 4	26.09	12.79
GROUP 5	24.95	12.79
SHAFTS, STOPES AND RAISES:		
GROUP 1-A	32.39	12.79
GROUP 1	29.92	12.79
GROUP 2	28.66	12.79
GROUP 3	27.33	12.79
GROUP 4	26.19	12.79
GROUP 5	25.05	12.79
FOOTNOTE:		
Work suspended by ropes or cables, or work on a Yo-Yo Cat: \$.60 per hour additional.		
POWER EQUIPMENT OPERATOR CLASSIFICATIONS		
GROUP 1-A: Tunnel bore machine operator, 20' diameter or more		
GROUP 1: Heading shield operator; Heavy-duty repairperson/welder; Mucking machine (rubber tired, rail or track type); Raised bore operator (tunnels); Tunnel mole bore operator		
GROUP 2: Combination slusher and motor operator; Concrete pump or pumpcrete gun; Power jumbo operator		
GROUP 3: Drill doctor; Mine or shaft hoist		
GROUP 4: Combination slurry mixer cleaner; Grouting machine operator; Motor person		
GROUP 5: Bit sharpener; Brake person; Combination mixer and compressor (gunite); Compressor operator; Oiler (assistant to engineer); Pump operator; Slusher operator		

ENGI0004K 07/01/1999		
	Rates	Fringes
KINGS, MERCED, SAN BENITO, SAN JOAQUIN, SANTA CRUZ AND STANISLAUS COUNTIES:		
BUILDING CONSTRUCTION:		

POWER EQUIPMENT OPERATORS:

GROUP 1	30.40	12.79
GROUP 2	28.95	12.79
GROUP 3	27.55	12.79
GROUP 4	26.22	12.79
GROUP 5	25.01	12.79
GROUP 6	23.74	12.79
GROUP 7	22.65	12.79
GROUP 8	21.57	12.79
GROUP 8-A	19.45	12.79

POWER EQUIPMENT OPERATORS - ALL CRANES AND ATTACHMENTS:

GROUP 1	31.25	12.79
Truck crane oiler	24.59	12.79
Oiler	22.42	12.79
GROUP 2	29.56	12.79
Truck crane oiler	24.35	12.79
Oiler	22.20	12.79
GROUP 3	27.92	12.79
Truck crane oiler	24.11	12.79
Hydraulic	23.74	12.79
Oiler	21.95	12.79

POWER EQUIPMENT OPERATORS - PILEDRIVERS:

GROUP 1	31.56	12.79
Truck crane oiler	24.91	12.79
Oiler	22.74	12.79
GROUP 2	29.85	12.79
Truck crane oiler	24.68	12.79
Oiler	22.49	12.79
GROUP 3	28.24	12.79
Truck crane oiler	24.41	12.79
Oiler	22.26	12.79
GROUP 4	26.54	12.79
GROUP 5	24.04	12.79
GROUP 6	21.90	12.79

POWER EQUIPMENT OPERATORS - STEEL ERECTION:

GROUP 1	32.19	12.79
Truck crane oiler	25.20	12.79
Oiler	23.06	12.79
GROUP 2	30.48	12.79
Truck crane oiler	24.98	12.79
Oiler	22.81	12.79
GROUP 3	29.09	12.79
Truck crane oiler	24.73	12.79
Hydraulic	24.35	12.79
Oiler	22.58	12.79
GROUP 4	27.16	12.79
GROUP 5	25.91	12.79

HEAVY AND HIGHWAY CONSTRUCTION:

POWER EQUIPMENT OPERATORS:

GROUP 1	31.82	12.79
GROUP 2	30.29	12.79
GROUP 3	28.81	12.79
GROUP 4	27.43	12.79
GROUP 5	26.16	12.79
GROUP 6	24.84	12.79
GROUP 7	23.70	12.79
GROUP 8	22.56	12.79

GROUP 8-A	20.35	12.79
POWER EQUIPMENT OPERATORS - ALL CRANES AND ATTACHMENTS:		
GROUP 1	32.70	12.79
Truck crane oiler	25.73	12.79
Oiler	23.44	12.79
GROUP 2	30.94	12.79
Truck crane oiler	25.47	12.79
Oiler	23.23	12.79
GROUP 3	29.20	12.79
Truck crane oiler	25.23	12.79
Hydraulic	24.84	12.79
Oiler	22.95	12.79
POWER EQUIPMENT OPERATORS - PILEDRIVERS:		
GROUP 1	33.04	12.79
Truck crane oiler	26.06	12.79
Oiler	23.78	12.79
GROUP 2	31.22	12.79
Truck crane oiler	25.81	12.79
Oiler	23.51	12.79
GROUP 3	29.54	12.79
Truck crane oiler	25.52	12.79
Oiler	23.29	12.79
GROUP 4	27.77	12.79
GROUP 5	25.13	12.79
GROUP 6	22.90	12.79
POWER EQUIPMENT OPERATORS - STEEL ERECTORS:		
GROUP 1	33.67	12.79
Truck crane oiler	26.35	12.79
Oiler	24.12	12.79
GROUP 2	31.90	12.79
Truck crane oiler	26.13	12.79
Oiler	23.85	12.79
GROUP 3	30.42	12.79
Truck crane oiler	25.86	12.79
Hydraulic	25.47	12.79
Oiler	23.63	12.79
GROUP 4	28.40	12.79
GROUP 5	27.10	12.79

FOOTNOTE:

Work suspended by ropes or cables, or work on a Yo-Yo Cat: \$.60 per hour additional.

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Operator of helicopter (when used in erection work); Hydraulic excavator, 7 cu. yds. and over; Power shovels, over 7 cu. yds.

GROUP 2: Highline cableway; Hydraulic excavator, 3-1/2 cu. yds. up to 7 cu. yds.; Power blade operator (finish); Power shovels, over 1 cu. yd. up to and including 7 cu. yds. m.r.c.

GROUP 3: Asphalt milling machine; Cable backhoe; Combination backhoe and loader over 3/4 cu. yds.; Continuous flight tie back machine; Crane mounted continuous flight tie back machine; Crane mounted drill attachment, tonnage to apply; Dozer, slope brd; Gradall; Hydraulic excavator, up to 3 1/2 cu. yds.; Loader 4 cu. yds. and over; Multiple engine scraper (when used as push pull); Power shovels, up to and including 1 cu. yd.; Pre-stress wire wrapping machine; Side boom cat, 572 or larger; Track loader 4 cu. yds. and over; Wheel excavator (up to and including 750 cu.

yds. per hour)

GROUP 4: Asphalt plant engineer/box person; Chicago boom; Combination backhoe and loader up to and including 3/4 cu. yd.; Concrete batch plant (wet or dry); Dozer and/or push cat; Pull-type elevating loader; Gradesetter, grade checker (mechanical or otherwise); Grooving and grinding machine; Heading shield operator; Heavy-duty drilling equipment, Hughes, LDH, Watson 3000 or similar; Heavy-duty repairperson and/or welder; Lime spreader; Loader under 4 cu. yds.; Lubrication and service engineer (mobile and grease rack); Mechanical finishers or spreader machine (asphalt, Barber-Greene and similar); Miller Formless M-9000 slope paver or similar; Portable crushing and screening plants; Power blade support; Roller operator, asphalt; Rubber-tired scraper, self-loading (paddle-wheels, etc.); Rubber-tired earthmoving equipment (scrapers); Slip form paver (concrete); Small tractor with drag; Soil stabilizer (P & H or equal); Timber skidder; Track loader up to 4 yds.; Tractor-drawn scraper; Tractor, compressor drill combination; Welder; Woods-Mixer (and other similar Pugmill equipment)

GROUP 5: Cast-in-place pipe laying machine; Combination slusher and motor operator; Concrete conveyor or concrete pump, truck or equipment mounted; Concrete conveyor, building site; Concrete pump or pumpcrete gun; Drilling equipment, Watson 2000, Texoma 700 or similar; Drilling and boring machinery, horizontal (not to apply to waterliners, wagon drills or jackhammers); Concrete mixer/all; Person and/or material hoist; Mechanical finishers (concrete) (Clary, Johnson, Bidwell Bridge Deck or similar types); Mechanical burm, curb and/or curb and gutter machine, concrete or asphalt; Mine or shaft hoist; Portable crusher; Power jumbo operator (setting slip-forms, etc., in tunnels); Screed (automatic or manual); Self-propelled compactor with dozer; Tractor with boom D6 or smaller; Trenching machine, maximum digging capacity over 5 ft. depth; Vermeer T-600B rock cutter or similar

GROUP 6: Armor-Coater (or similar); Ballast jack tamper; Boom-type backfilling machine; Assistant plant engineer; Bridge and/or gantry crane; Chemical grouting machine, truck-mounted; Chip spreading machine operator; Concrete saw (self-propelled unit on streets, highways, airports and canals); Deck engineer; Drilling equipment Texoma 600, Hughes 200 Series or similar up to and including 30 ft. m.r.c.; Drill doctor; Helicopter radio operator; Hydro-hammer or similar; Line master; Skidsteer loader, Bobcat larger than 743 series or similar (with attachments); Locomotive; Lull hi-lift or similar; Oiler, truck mounted equipment; Pavement breaker, truck-mounted, with compressor combination; Paving fabric installation and/or laying machine; Pipe bending machine (pipelines only); Pipe wrapping machine (tractor propelled and supported); Screed (except asphaltic concrete paving); Self-propelled pipeline wrapping machine; Soils & materials tester; Tractor

GROUP 7: Ballast regulator; Boom truck or dual-purpose A-frame truck, non-rotating - under 15 tons; Truck-mounted rotating telescopic boom type lifting device, Manitex or similar (boom truck) - under 15 tons; Cary lift or similar; Combination slurry mixer and/or cleaner; Drilling equipment, 20 ft. and under m.r.c.; Firetender (hot plant); Grouting machine operator; Highline cableway signalperson; Stationary belt loader (Kolman or

similar); Lift slab machine (Vagtborg and similar types); Maginnes internal full slab vibrator; Material hoist (1 drum); Mechanical trench shield; Pavement breaker with or without compressor combination); Pipe cleaning machine (tractor propelled and supported); Post driver; Roller (except asphalt); Chip Seal; Self-propelled automatically applied concrete curing machine (on streets, highways, airports and canals); Self-propelled compactor (without dozer); Signaller; Slip-form pumps (lifting device for concrete forms); Tie spacer; Tower mobile; Trenching machine, maximum digging capacity up to and including 5 ft. depth; Truck-type loader

GROUP 8: Bit sharpener; Boiler tender; Box operator; Brakeperson; Combination mixer and compressor (shotcrete/gunite); Compressor operator; Deckhand; Fire tender; Forklift (under 20 ft.); Generator; Guniting/shotcrete equipment operator; Hydraulic monitor; Ken seal machine (or similar); Mixermobile; Oiler; Pump operator; Refrigeration plant; Reservoir-debris tug (self-propelled floating); Ross Carrier (construction site); Rotomist operator; Self-propelled tape machine; Shuttlecar; Self-propelled power sweeper operator; Slusher operator; Surface heater; Switchperson; Tar pot firetender; Tugger hoist, single drum; Vacuum cooling plant; Welding machine (powered other than by electricity)

GROUP 8-A: Elevator operator; Skidsteer loader - Bobcat 743 series or smaller, and similar (without attachments); Mini excavator under 25 H.P. (backhoe - trencher)

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

ALL CRANES AND ATTACHMENTS

GROUP 1: Clamshell and dragline over 7 cu. yds.; Crane, over 100 tons; Derrick, over 100 tons; Derrick barge pedestal-mounted, over 100 tons; Self-propelled boom-type lifting device, over 100 tons

GROUP 2: Clamshell and dragline over 1 cu. yd. up to and including 7 cu. yds.; Crane, over 45 tons up to and including 100 tons; Derrick barge, 100 tons and under; Self-propelled boom-type lifting device, over 45 tons; Tower crane

GROUP 3: Clamshell and dragline up to and including 1 cu. yd.; Crane, 45 tons and under; Self-propelled boom-type lifting device, 45 tons and under; Truck-mounted rotating telescopic boom type lifting device, Manitex or similar (boom truck) - under 15 tons; Boom truck or dual purpose A-frame truck, non-rotating, over 15 tons

POWER EQUIPMENT OPERATORS - PILEDRIVERS

GROUP 1: Derrick barge pedestal mounted over 100 tons; Clamshell over 7 cu. yds.; Self-propelled boom-type lifting device over 100 tons; Truck crane or crawler, land or barge mounted over 100 tons

GROUP 2: Derrick barge pedestal mounted 45 tons to and including 100 tons; Clamshell up to and including 7 cu. yds.; Self-propelled boom-type lifting device over 45 tons; Truck crane or crawler, land or barge mounted, over 45 tons up to and including 100 tons

GROUP 3: Derrick barge pedestal mounted under 45 tons; Self-propelled boom-type lifting device 45 tons and under; Skid/scow piledriver, any tonnage; Truck crane or crawler, land or barge mounted 45 tons and under

GROUP 4: Assistant operator in lieu of assistant to engineer;

Forklift, 10 tons and over; Heavy-duty repairperson/welder
 GROUP 5: Deck engineer
 GROUP 6: Deckhand; Fire tender
 POWER EQUIPMENT OPERATORS - STEEL ERECTORS
 GROUP 1: Crane over 100 tons; Derrick over 100 tons; Self-propelled boom-type lifting device over 100 tons
 GROUP 2: Crane over 45 tons to 100 tons; Derrick under 100 tons; Self-propelled boom-type lifting device over 45 tons to 100 tons; Tower crane
 GROUP 3: Crane, 45 tons and under; Self-propelled boom-type lifting device, 45 tons and under
 GROUP 4: Chicago boom; Forklift, 10 tons and over; Heavy-duty repair person/welder
 GROUP 5: Boom cat

 ENGI0004L 07/01/1999

	Rates	Fringes
CALAVERAS, FRESNO, MADERA, MARIPOSA, MONTEREY AND TUOLUMNE COUNTIES:		
BUILDING CONSTRUCTION:		
POWER EQUIPMENT OPERATORS:		
AREA 1:		
GROUP 1	30.40	12.79
GROUP 2	28.95	12.79
GROUP 3	27.55	12.79
GROUP 4	26.22	12.79
GROUP 5	25.01	12.79
GROUP 6	23.74	12.79
GROUP 7	22.65	12.79
GROUP 8	21.57	12.79
GROUP 8-A	19.45	12.79
AREA 2:		
GROUP 1	32.40	12.79
GROUP 2	30.95	12.79
GROUP 3	29.55	12.79
GROUP 4	28.22	12.79
GROUP 5	27.01	12.79
GROUP 6	25.74	12.79
GROUP 7	24.65	12.79
GROUP 8	23.57	12.79
GROUP 8-A	21.45	12.79
POWER EQUIPMENT OPERATORS - ALL CRANES AND ATTACHMENTS:		
AREA 1:		
GROUP 1	31.25	12.79
Truck crane oiler	24.59	12.79
Oiler	22.42	12.79
GROUP 2	29.56	12.79
Truck crane oiler	24.35	12.79
Oiler	22.20	12.79
GROUP 3	27.92	12.79
Truck crane oiler	24.11	12.79
Hydraulic	23.74	12.79
Oiler	21.95	12.79
AREA 2:		
GROUP 1	33.25	12.79
Truck crane oiler	26.59	12.79
Oiler	24.42	12.79

GROUP 2	31.56	12.79
Truck crane oiler	26.35	12.79
Oiler	24.20	12.79
GROUP 3	29.92	12.79
Truck crane oiler	26.11	12.79
Hydraulic	25.74	12.79
Oiler	23.95	12.79
POWER EQUIPMENT OPERATORS - PILEDRIVERS:		
GROUP 1	31.56	12.79
Truck crane oiler	24.91	12.79
Oiler	22.74	12.79
GROUP 2	29.85	12.79
Truck crane oiler	24.68	12.79
Oiler	22.49	12.79
GROUP 3	28.24	12.79
Truck crane oiler	24.41	12.79
Oiler	22.26	12.79
GROUP 4	26.54	12.79
GROUP 5	24.04	12.79
GROUP 6	21.90	12.79
POWER EQUIPMENT OPERATORS - STEEL ERECTION:		
GROUP 1	32.19	12.79
Truck crane oiler	25.20	12.79
Oiler	23.06	12.79
GROUP 2	30.48	12.79
Truck crane oiler	24.98	12.79
Oiler	22.81	12.79
GROUP 3	29.09	12.79
Truck crane oiler	24.73	12.79
Hydraulic	24.35	12.79
Oiler	22.58	12.79
GROUP 4	27.16	12.79
GROUP 5	25.91	12.79
HEAVY AND HIGHWAY CONSTRUCTION:		
POWER EQUIPMENT OPERATORS:		
AREA 1:		
GROUP 1	31.82	12.79
GROUP 2	30.29	12.79
GROUP 3	28.81	12.79
GROUP 4	27.43	12.79
GROUP 5	26.16	12.79
GROUP 6	24.84	12.79
GROUP 7	23.70	12.79
GROUP 8	22.56	12.79
GROUP 8-A	20.35	12.79
AREA 2:		
GROUP 1	33.82	12.79
GROUP 2	32.29	12.79
GROUP 3	30.81	12.79
GROUP 4	29.43	12.79
GROUP 5	28.16	12.79
GROUP 6	26.84	12.79
GROUP 7	25.70	12.79
GROUP 8	24.56	12.79
GROUP 8-A	22.35	12.79
POWER EQUIPMENT OPERATORS - ALL CRANES AND ATTACHMENTS:		
AREA 1:		

GROUP 1	32.70	12.79
Truck crane oiler	25.73	12.79
Oiler	23.44	12.79
GROUP 2	30.94	12.79
Truck crane oiler	25.47	12.79
Oiler	23.23	12.79
GROUP 3	29.20	12.79
Truck crane oiler	25.23	12.79
Hydraulic	24.84	12.79
Oiler	22.95	12.79
AREA 2:		
GROUP 1	34.70	12.79
Truck crane oiler	27.73	12.79
Oiler	25.44	12.79
GROUP 2	32.94	12.79
Truck crane oiler	27.47	12.79
Oiler	25.23	12.79
GROUP 3	31.20	12.79
Truck crane oiler	27.23	12.79
Hydraulic	26.84	12.79
Oiler	24.95	12.79
POWER EQUIPMENT OPERATORS - PILEDRIVERS:		
GROUP 1	33.04	12.79
Truck crane oiler	26.06	12.79
Oiler	23.78	12.79
GROUP 2	31.22	12.79
Truck crane oiler	25.81	12.79
Oiler	23.51	12.79
GROUP 3	29.54	12.79
Truck crane oiler	25.52	12.79
Oiler	23.29	12.79
GROUP 4	27.77	12.79
GROUP 5	25.13	12.79
GROUP 6	22.90	12.79
POWER EQUIPMENT OPERATORS - STEEL ERECTORS:		
GROUP 1	33.67	12.79
Truck crane oiler	26.35	12.79
Oiler	24.12	12.79
GROUP 2	31.90	12.79
Truck crane oiler	26.13	12.79
Oiler	23.85	12.79
GROUP 3	30.42	12.79
Truck crane oiler	25.86	12.79
Hydraulic	25.47	12.79
Oiler	23.63	12.79
GROUP 4	28.40	12.79
GROUP 5	27.10	12.79

FOOTNOTE:

Work suspended by ropes or cables, or work on a Yo-Yo Cat: \$.60 per hour additional.

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Operator of helicopter (when used in erection work); Hydraulic excavator, 7 cu. yds. and over; Power shovels, over 7 cu. yds.

GROUP 2: Highline cableway; Hydraulic excavator, 3-1/2 cu. yds. up to 7 cu. yds.; Power blade operator (finish); Power shovels, over 1 cu. yd. up to and including 7 cu. yds. m.r.c.

GROUP 3: Asphalt milling machine; Cable backhoe; Combination backhoe and loader over 3/4 cu. yds.; Continuous flight tie back machine; Crane mounted continuous flight tie back machine; Crane mounted drill attachment, tonnage to apply; Dozer, slope brd; Gradall; Hydraulic excavator, up to 3 1/2 cu. yds.; Loader 4 cu. yds. and over; Multiple engine scraper (when used as push pull); Power shovels, up to and including 1 cu. yd.; Pre-stress wire wrapping machine; Side boom cat, 572 or larger; Track loader 4 cu. yds. and over; Wheel excavator (up to and including 750 cu. yds. per hour)

GROUP 4: Asphalt plant engineer/box person; Chicago boom; Combination backhoe and loader up to and including 3/4 cu. yd.; Concrete batch plant (wet or dry); Dozer and/or push cat; Pull-type elevating loader; Gradesetter, grade checker (mechanical or otherwise); Grooving and grinding machine; Heading shield operator; Heavy-duty drilling equipment, Hughes, LDH, Watson 3000 or similar; Heavy-duty repairperson and/or welder; Lime spreader; Loader under 4 cu. yds.; Lubrication and service engineer (mobile and grease rack); Mechanical finishers or spreader machine (asphalt, Barber-Greene and similar); Miller Formless M-9000 slope paver or similar; Portable crushing and screening plants; Power blade support; Roller operator, asphalt; Rubber-tired scraper, self-loading (paddle-wheels, etc.); Rubber-tired earthmoving equipment (scrapers); Slip form paver (concrete); Small tractor with drag; Soil stabilizer (P & H or equal); Timber skidder; Track loader up to 4 yds.; Tractor-drawn scraper; Tractor, compressor drill combination; Welder; Woods-Mixer (and other similar Pugmill equipment)

GROUP 5: Cast-in-place pipe laying machine; Combination slusher and motor operator; Concrete conveyor or concrete pump, truck or equipment mounted; Concrete conveyor, building site; Concrete pump or pumpcrete gun; Drilling equipment, Watson 2000, Texoma 700 or similar; Drilling and boring machinery, horizontal (not to apply to waterliners, wagon drills or jackhammers); Concrete mixer/all; Person and/or material hoist; Mechanical finishers (concrete) (Clary, Johnson, Bidwell Bridge Deck or similar types); Mechanical burm, curb and/or curb and gutter machine, concrete or asphalt; Mine or shaft hoist; Portable crusher; Power jumbo operator (setting slip-forms, etc., in tunnels); Screed (automatic or manual); Self-propelled compactor with dozer; Tractor with boom D6 or smaller; Trenching machine, maximum digging capacity over 5 ft. depth; Vermeer T-600B rock cutter or similar

GROUP 6: Armor-Coater (or similar); Ballast jack tamper; Boom-type backfilling machine; Assistant plant engineer; Bridge and/or gantry crane; Chemical grouting machine, truck-mounted; Chip spreading machine operator; Concrete saw (self-propelled unit on streets, highways, airports and canals); Deck engineer; Drilling equipment Texoma 600, Hughes 200 Series or similar up to and including 30 ft. m.r.c.; Drill doctor; Helicopter radio operator; Hydro-hammer or similar; Line master; Skidsteer loader, Bobcat larger than 743 series or similar (with attachments); Locomotive; Lull hi-lift or similar; Oiler, truck mounted equipment; Pavement breaker, truck-mounted, with compressor combination; Paving fabric installation and/or laying machine; Pipe bending machine (pipelines only); Pipe wrapping machine (tractor propelled and supported); Screed (except asphaltic concrete paving); Self-

propelled pipeline wrapping machine; Soils & materials tester;
Tractor

GROUP 7: Ballast regulator; Boom truck or dual-purpose A-frame truck, non-rotating - under 15 tons; Truck-mounted rotating telescopic boom type lifting device, Manitex or similar (boom truck) - under 15 tons; Cary lift or similar; Combination slurry mixer and/or cleaner; Drilling equipment, 20 ft. and under m.r.c.; Firetender (hot plant); Grouting machine operator; Highline cableway signalperson; Stationary belt loader (Kolman or similar); Lift slab machine (Vagtborg and similar types); Maginnes internal full slab vibrator; Material hoist (1 drum); Mechanical trench shield; Pavement breaker with or without compressor combination; Pipe cleaning machine (tractor propelled and supported); Post driver; Roller (except asphalt); Chip Seal; Self-propelled automatically applied concrete curing machine (on streets, highways, airports and canals); Self-propelled compactor (without dozer); Signalperson; Slip-form pumps (lifting device for concrete forms); Tie spacer; Tower mobile; Trenching machine, maximum digging capacity up to and including 5 ft. depth; Truck-type loader

GROUP 8: Bit sharpener; Boiler tender; Box operator; Brakeperson; Combination mixer and compressor (shotcrete/gunite); Compressor operator; Deckhand; Fire tender; Forklift (under 20 ft.); Generator; Guniting/shotcrete equipment operator; Hydraulic monitor; Ken seal machine (or similar); Mixermobile; Oiler; Pump operator; Refrigeration plant; Reservoir-debris tug (self-propelled floating); Ross Carrier (construction site); Rotomist operator; Self-propelled tape machine; Shuttlecar; Self-propelled power sweeper operator; Slusher operator; Surface heater; Switchperson; Tar pot firetender; Tugger hoist, single drum; Vacuum cooling plant; Welding machine (powered other than by electricity)

GROUP 8-A: Elevator operator; Skidsteer loader - Bobcat 743 series or smaller, and similar (without attachments); Mini excavator under 25 H.P. (backhoe - trencher)

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

ALL CRANES AND ATTACHMENTS

GROUP 1: Clamshell and dragline over 7 cu. yds.; Crane, over 100 tons; Derrick, over 100 tons; Derrick barge pedestal-mounted, over 100 tons; Self-propelled boom-type lifting device, over 100 tons

GROUP 2: Clamshell and dragline over 1 cu. yd. up to and including 7 cu. yds.; Crane, over 45 tons up to and including 100 tons; Derrick barge, 100 tons and under; Self-propelled boom-type lifting device, over 45 tons; Tower crane

GROUP 3: Clamshell and dragline up to and including 1 cu. yd.; Crane, 45 tons and under; Self-propelled boom-type lifting device, 45 tons and under; Truck-mounted rotating telescopic boom type lifting device, Manitex or similar (boom truck) - under 15 tons; Boom truck or dual purpose A-frame truck, non-rotating, over 15 tons

POWER EQUIPMENT OPERATORS - PILEDRIVERS

GROUP 1: Derrick barge pedestal mounted over 100 tons; Clamshell over 7 cu. yds.; Self-propelled boom-type lifting device over 100 tons; Truck crane or crawler, land or barge mounted over 100 tons

GROUP 2: Derrick barge pedestal mounted 45 tons to and

including 100 tons; Clamshell up to and including 7 cu. yds.;
Self-propelled boom-type lifting device over 45 tons; Truck crane
or crawler, land or barge mounted, over 45 tons up to and
including 100 tons

GROUP 3: Derrick barge pedestal mounted under 45 tons; Self-
propelled boom-type lifting device 45 tons and under; Skid/scow
piledriver, any tonnage; Truck crane or crawler, land or barge
mounted 45 tons and under

GROUP 4: Assistant operator in lieu of assistant to engineer;
Forklift, 10 tons and over; Heavy-duty repairperson/welder

GROUP 5: Deck engineer

GROUP 6: Deckhand; Fire tender

POWER EQUIPMENT OPERATORS - STEEL ERECTORS

GROUP 1: Crane over 100 tons; Derrick over 100 tons; Self-
propelled boom-type lifting device over 100 tons

GROUP 2: Crane over 45 tons to 100 tons; Derrick under 100
tons; Self-propelled boom-type lifting device over 45 tons to 100
tons; Tower crane

GROUP 3: Crane, 45 tons and under; Self-propelled boom-type
lifting device, 45 tons and under

GROUP 4: Chicago boom; Forklift, 10 tons and over; Heavy-duty
repair person/welder

GROUP 5: Boom cat

IRON0001U 01/01/2000

	Rates	Fringes
ALAMEDA, CALAVERAS, CONTRA COSTA, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ, STANISLAUS AND TUOLUMNE COUNTIES: IRONWORKERS:		

Fence erector	23.29	13.83
Ornamental, reinforcing and structural	24.18	13.83

FOOTNOTE:

CITY OF SAN FRANCISCO (defined as the city limits of San
Francisco (as described by the San Francisco County Recorder's
Office as of July 1, 1998), the Golden Gate Bridge in its
entirety, and the west side of the San Francisco Bay Bridge up to
and including Treasure Island):

Congestion zone fee: \$8.00 per day.

IRON0001V 07/01/1999

	Rates	Fringes
MONTEREY COUNTY: IRONWORKERS:		
Fence erector	23.29	13.83
Ornamental, reinforcing and structural	24.18	13.83

FOOTNOTE:

Work at the Army Defense Language Institute, and the Naval Post
Graduate School: \$2.00 per hour additional.

LABO0036A 07/01/1999

	Rates	Fringes
SAN FRANCISCO AND SAN MATEO COUNTIES: BRICK TENDER	19.84	7.57

FOOTNOTES:

Underground work such as sewers, manholes, catch basins, sewer pipes, telephone conduits, tunnels and cut trenches: \$5.00 per day additional.

Work in live sewage: \$2.50 per day additional.

LABO0036B 07/01/1999		
	Rates	Fringes
SAN FRANCISCO AND SAN MATEO COUNTIES:		
PLASTERER TENDER	19.87	7.66
FOOTNOTES:		
Work on a suspended scaffold: \$5.00 per day additional.		
Work operating a plaster mixer pump gun: \$1.00 per hour additional.		

LABO0067B 12/01/1998		
	Rates	Fringes
ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO, AND SANTA CLARA COUNTIES:		
ASBESTOS REMOVAL LABORER	12.17	4.13
CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, MONTEREY, SAN BENITO, SAN JOAQUIN, SANTA CRUZ, STANISLAUS, AND TUOLUMNE COUNTIES:		
ASBESTOS REMOVAL LABORER	10.58	4.13
SCOPE OF WORK:		
Covers site mobilization; initial site clean-up; site preparation; removal of asbestos-containing materials from walls and ceilings; or from pipes, boilers and mechanical systems only if they are being scrapped; encapsulation, enclosure and disposal of asbestos-containing materials by hand or with equipment or machinery; scaffolding; fabrication of temporary wooden barriers; and assembly of decontamination stations.		

LABO0067H 07/01/1999		
	Rates	Fringes
ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO AND SANTA CLARA COUNTIES:		
LABORERS:		
Construction specialist group	22.36	7.44
Group 1	21.66	7.44
Group 1-a	21.88	7.44
GROUP 1-b: see note below		
GROUP 1-c	21.71	7.44
GROUP 1-d: see note below		
GROUP 1-e	22.21	7.44
GROUP 1-f	22.24	7.44
GROUP 1-g (Contra Costa County)	21.86	7.44
GROUP 2	21.51	7.44
GROUP 3	21.41	7.44
GROUP 4	15.10	7.44
See groups 1-b and 1-d under laborer classifications.		
GUNITE LABORERS:		
GROUP 1	22.62	7.44
GROUP 2	22.12	7.44
GROUP 3	21.53	7.44
GROUP 4	21.41	7.44
WRECKING WORK:		
GROUP 1	21.66	7.44

GROUP 2	21.51	7.44
GROUP 3	15.10	7.44
GARDENERS, HORTICULTURAL AND LANDSCAPE		
LABORERS:		
New construction	21.41	7.44
Establishment warranty period	15.10	7.44
TUNNEL AND SHAFT LABORERS:		
GROUP 1	26.02	7.44
GROUP 2	25.79	7.44
GROUP 3	25.54	7.44
GROUP 4	25.27	7.44
GROUP 5	25.09	7.44
GROUP 6	24.55	7.44

FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive \$0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Masonry and plasterer tender; Cast-in-place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and buckler; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon

driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive \$4.00 per day above Group 1 wage rates. "Sewer cleaner" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shall receive \$5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive \$.25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shotcrete

GROUP 1-g, CONTRA COSTA COUNTY: Pipelayer (including grade checking in connection with pipelaying); Caulker; Bander; Pipewrapper; Conduit layer; Plastic pipe layer; Pressure pipe tester; No joint pipe and stripping of same, including repair of voids; Precast manhole setters, cast in place manhole form setters

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: All clean-up work of debris, grounds and building

including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification "material cleaner" is to be utilized under the following conditions:

A: at demolition site for the salvage of the material.

B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.

C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of "form stripping, cleaning and oiling and moving to the next point of erection".

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural nozzle operator

GROUP 2: Nozzle operator (including gun, pot); Ground person

GROUP 3: Rebound

GROUP 4: Guniting laborer

WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

GROUP 3: General laborer (includes all clean-up work, loading lumber, loading and burning of debris)

TUNNEL AND SHAFT LABORER CLASSIFICATIONS

GROUP 1: Diamond driller; Ground person; Guniting and shotcrete nozzle operator

GROUP 2: Rod person; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powder person - heading; Cherry picker operator - where car is lifted; Concrete finisher in tunnel; Concrete screed person; Grout pump operator and pot person; Guniting & shotcrete gun person & pot person; Header person; High pressure nozzle operator; Miner - tunnel, including top and bottom person on shaft and raise work; Nipper; Nozzle operator on slick line; Sandblaster - pot person

GROUP 4: Steel form raiser and setter; Timber person, retimber person (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powder person - primer house

GROUP 5: Vibrator operator, pavement breaker; Bull gang - muckers, track person; Concrete crew - includes rodding and spreading

GROUP 6: Dump person (any method); Grout crew; Rebound person; Swamper

LABO0067J 07/01/1999

CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, MONTEREY, SAN BENITO, SAN JOAQUIN, SANTA CRUZ, STANISLAUS AND TUOLUMNE COUNTIES:

LABORERS:

	Rates	Fringes
Construction specialist group	21.36	7.44
GROUP 1	20.66	7.44
GROUP 1-a	20.88	7.44
GROUP 1-b: see note below		
GROUP 1-c	20.71	7.44

GROUP 1-d: see note below		
GROUP 1-e	21.21	7.44
GROUP 1-f	21.24	7.44
GROUP 2	20.51	7.44
GROUP 3	20.41	7.44
GROUP 4	14.10	7.44

See groups 1-b and 1-d under laborer classifications.

GUNITE LABORERS:

GROUP 1	21.62	7.44
GROUP 2	21.12	7.44
GROUP 3	20.53	7.44
GROUP 4	20.41	7.44

WRECKING WORK:

GROUP 1	20.66	7.44
GROUP 2	20.51	7.44
GROUP 3	14.10	7.44

GARDENERS, HORTICULTURAL AND LANDSCAPE
LABORERS:

New construction	20.41	7.44
Establishment warranty period	14.10	7.44

TUNNEL AND SHAFT LABORERS:

GROUP 1	26.02	7.44
GROUP 2	25.79	7.44
GROUP 3	25.54	7.44
GROUP 4	25.27	7.44
GROUP 5	25.09	7.44
GROUP 6	24.55	7.44

FOOTNOTE:

Laborers working off or with or from bos'n chairs, swinging scaffolds, belts (not applicable to workers entitled to receive the wage rate set forth in Group 1-a): \$0.25 per hour additional.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Masonry and plasterer tender; Cast-in-place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

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pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

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GROUP 1-b: Sewer cleaners shall receive \$4.00 per day above Group 1 wage rates. "Sewer cleaner" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes, shall receive \$5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds (underground structures). All employees performing work covered herein shall receive \$.25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general

laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: All clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification "material cleaner" is to be utilized under the following conditions:

A: at demolition site for the salvage of the material.

B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.

C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of "form stripping, cleaning and oiling and moving to the next point of erection".

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural nozzle operator

GROUP 2: Nozzle operator (including gun, pot); Ground person

GROUP 3: Rebound

GROUP 4: Guniting laborer

WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

GROUP 3: General laborer (includes all clean-up work, loading lumber, loading and burning of debris)

TUNNEL AND SHAFT LABORER CLASSIFICATIONS

GROUP 1: Diamond driller; Ground person; Guniting and shotcrete nozzle operator

GROUP 2: Rod person; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powder person - heading; Cherry picker operator - where car is lifted; Concrete finisher in tunnel; Concrete screed person; Grout pump operator and pot person; Guniting & shotcrete gun person & pot person; Header person; High pressure nozzle operator; Miner - tunnel, including top and bottom person on shaft and raise work; Nipper; Nozzle operator on slick line; Sandblaster - pot person

GROUP 4: Steel form raiser and setter; Timber person, retimber person (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powder person - primer house

GROUP 5: Vibrator operator, pavement breaker; Bull gang - muckers, track person; Concrete crew - includes rodding and spreading

GROUP 6: Dump person (any method); Grout crew; Rebound person; Swamper

LAB00073C 07/01/1999

CALAVERAS, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS AND
Rates Fringes

TUOLUMNE COUNTIES:

BRICK TENDER	23.20	4.55
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FOOTNOTE:

Refractory work where heat-protective clothing is required:
\$2.00 per hour additional.

LABO0073E 10/01/1998

	Rates	Fringes
CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS AND TUOLUMNE COUNTIES:		
PLASTERER TENDER	22.36	4.88

LABO0166A 07/01/1999

	Rates	Fringes
ALAMEDA AND CONTRA COSTA COUNTIES:		
BRICK TENDER	20.90	10.26

FOOTNOTES:

Work on jobs where heat-protective clothing is required: \$2.00
per hour additional.

Work at grinders: \$.25 per hour additional.

Manhole work: \$2.00 per day additional.

LABO0166B 07/01/1999

	Rates	Fringes
ALAMEDA AND CONTRA COSTA COUNTIES:		
PLASTERER TENDERS:		
Plasterer tender	23.25	10.16
Gun operator	24.00	10.16

LABO0185A 07/01/1999

	Rates	Fringes
MONTEREY AND SAN BENITO COUNTIES:		
BRICK TENDER	22.95	4.55

FOOTNOTE:

Refractory work where heat-protective clothing is required:
\$2.00 per hour additional.

LABO0270A 07/01/1999

	Rates	Fringes
SANTA CLARA COUNTY:		
BRICK TENDER	23.05	6.20

FOOTNOTE:

Refractory work where heat-protective clothing is required:
\$2.00 per hour additional.

LABO0270B 07/01/1999

	Rates	Fringes
SANTA CRUZ COUNTY:		
BRICK TENDER	22.05	6.20

FOOTNOTE:

Refractory work where heat-protective clothing is required:
\$2.00 per hour additional.

LABO0294A 07/01/1999

	Rates	Fringes
FRESNO, KINGS AND MADERA COUNTIES:		
BRICK TENDER	23.50	4.55

FOOTNOTE:

Refractory work where heat-protective clothing is required:
\$2.00 per hour additional.

LABO0297A 09/01/1998		
	Rates	Fringes
MONTEREY AND SAN BENITO COUNTIES:		
PLASTERER TENDER	15.95	

FOOTNOTE:

Mixer person: \$4.00 per day additional.

PAIN0008A 07/01/1999		
	Rates	Fringes
SAN FRANCISCO COUNTY:		
PAINTER	26.56	8.20

PAIN0012A 02/01/1999		
	Rates	Fringes
ALAMEDA, CONTRA COSTA, MERCED, MARIPOSA, MONTEREY, SAN BENITO, SAN FRANCISCO, SAN MATEO, SANTA CLARA AND SANTA CRUZ COUNTIES:		
SOFT FLOOR LAYER	25.00	11.25

PAIN0016A 07/01/1999		
	Rates	Fringes
ALAMEDA AND CONTRA COSTA COUNTIES:		
PAINTERS:		

Work on industrial buildings
(used for the manufacture and
processing of goods for sale
or service); Also, steel
construction (bridges, stacks,
towers, tanks and similar
structures):

Brush and roller	23.35	9.19
Spray and sandblast	23.85	9.19
Application of exotic materials	24.10	9.19
All other work:		
Brush and roller	23.10	9.19
Application of exotic materials	23.85	9.19

FOOTNOTE:

High time (free fall conditions): With a minimum of 2 hrs.
exposure, work over 50 ft. above ground or water level to be paid
1/2 hr. per day additional; work from 100 ft. to 180 ft. above
ground or water level to be paid 1 hr. per day additional; and
work over 180 ft. above ground or water level to be paid 2 hrs.
per day additional.

PAIN0016C 08/01/1999		
	Rates	Fringes
ALAMEDA, CONTRA COSTA, MONTEREY, SAN BENITO, SAN FRANCISCO, SAN MATEO, SANTA CLARA AND SANTA CRUZ COUNTIES:		
DRYWALL FINISHERS:		

Remodel/tenant improvement
work (shopping centers,
offices and warehouses
where the taping contractor
is working directly for

the tenant)	21.73	8.28
All other work	27.43	9.98

PAIN0016H 01/01/1999		
	Rates	Fringes
FRESNO, KINGS AND MADERA COUNTIES:		
DRYWALL TAPER	20.49	5.39
PAINTER	19.74	5.39
FOOTNOTES:		
Paperhangers, and work over 30 feet (does not include work from a lift): \$0.50 per hour additional.		
Spray painters and sandblasters: \$0.75 per hour additional.		
Lead paint abaters: \$0.75 per hour additional.		

PAIN0016K 01/01/1999		
	Rates	Fringes
FRESNO, KINGS, MADERA AND COUNTIES:		
SOFT FLOOR LAYER	18.63	4.09

PAIN0016N 07/01/1999		
	Rates	Fringes
MONTEREY, SAN BENITO, SAN MATEO, SANTA CLARA AND SANTA CRUZ COUNTIES:		
PAINTER:		
COMMERCIAL/INDUSTRIAL	23.55	8.29

PAIN0016Q 03/01/1999		
	Rates	Fringes
CALAVERAS AND SAN JOAQUIN COUNTIES:		
Drywall Taper	18.85	7.23
PAINTERS:		
Brush	18.05	7.23
Sandblaster; Waterblaster;		
Steam cleaning	19.05	7.23
Work with coal tar and exotic materials	19.80	7.23

PAIN0016S 03/01/1999		
	Rates	Fringes
MARIPOSA, MERCED, STANISLAUS, AND TOULUMNE COUNTIES:		
DRYWALL FINISHER	17.53	8.10
PAINTER:		
Brush	16.53	8.10
Paperhanger; Spray & Sandblast	17.03	8.10
Hazardous coating, application and removal	18.28	8.10

PAIN0169A 07/01/1999		
	Rates	Fringes
FRESNO, KINGS, MADERA, MARIPOSA AND MERCED COUNTIES:		
GLAZIER	23.55	7.97
FOOTNOTE:		
Welding in connection with glazing work: \$1.00 per hour additional.		

PAIN0169E 07/01/1999		
	Rates	Fringes

ALAMEDA AND CONTRA COSTA COUNTIES:

GLAZIER	28.15	9.91
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PAIN0169I 07/01/1999

Rates	Fringes
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ALAMEDA AND CONTRA COSTA:

SHOWER DOOR INSTALLER	22.88	4.60
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PAID HOLIDAYS:

New Year's Day, President's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Day after Thanksgiving, and Christmas Day.

PAIN0718B 07/01/1999

Rates	Fringes
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SAN FRANCISCO AND SAN MATEO COUNTIES:

GLAZIER	28.17	9.89
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PAIN0767A 07/01/1999

Rates	Fringes
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CALAVERAS, SAN JOAQUIN, STANISLAUS AND TUOLUMNE COUNTIES:

GLAZIER	22.54	10.57
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PAID HOLIDAYS:

New Year's Day, Washington's Birthday, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Day after Thanksgiving Day, and Christmas Day.

FOOTNOTE:

Work thirty (30) feet or over free fall: \$0.60 per hour additional.

PAIN1176A 04/01/1998

Rates	Fringes
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PARKING LOT STRIPING/HIGHWAY MARKING:

GROUP 1 & GROUP 4	22.21	6.36
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GROUP 2	21.10	6.36
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GROUP 3 & GROUP 5	18.88	6.36
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Service Person (maintenance and repair of equipment)	13.33	5.87
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Parking Lot, Game Court and Playground Installer	13.80	5.87
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PARKING LOT STRIPING / HIGHWAY MARKING CLASSIFICATIONS

GROUP 1: STRIPER: Layout and application of painted traffic stripes and marking; hot thermo plastic; tape traffic stripes and markings

GROUP 2: TRAFFIC DELINEATING DEVICE APPLICATOR: Layout and application of pavement markers, delineating signs, rumble and traffic bars, adhesives, guide markers, other traffic delineating devices; includes all related surface preparation (sandblasting, waterblasting, grinding) as part of the application process

GROUP 3: TRAFFIC SURFACE ABRASIVE BLASTER: Removal of traffic lines and markings; preparation of surface for coatings and traffic control devices

GROUP 4: TRAFFIC PROTECTIVE DELINEATING SYSTEMS INSTALLER: Removes, relocates, installs permanently affixed roadside and parking delineation barricades, fencing, guard rail, cable anchor, retaining walls, reference signs, and monument markers

GROUP 5: TRAFFIC CONTROLPERSON: Sole function is to control and direct traffic through both conventional and moving lane closures

PAIN1237C	06/01/1999	
	Rates	Fringes
CALAVERAS, SAN JOAQUIN, STANISLAUS AND TUOLUMNE COUNTIES:		
SOFT FLOOR LAYER	20.57	9.10

PAIN1621A	07/01/1999	
	Rates	Fringes
MONTEREY, SAN BENITO, SANTA CLARA AND SANTA CRUZ COUNTIES:		
GLAZIER	29.07	8.99

PLAS0001D	06/28/1999	
	Rates	Fringes
CEMENT MASONS:		
Cement mason	22.35	9.46
Swing or slip form scaffolds;		
Mastic, magnesite, gypsum,		
epoxy, polyester, resin and		
all composition	23.10	9.46

PLAS0066B	07/01/1999	
	Rates	Fringes
ALAMEDA, CONTRA COSTA, SAN MATEO AND SAN FRANCISCO COUNTIES:		
PLASTERER	26.86	10.05
FOOTNOTE:		
Plasterers operating and working behind plaster guns: \$4.00 per day additional.		

PLAS0300A	07/01/1999	
	Rates	Fringes
FRESNO, KINGS AND MADERA COUNTIES:		
PLASTERER	19.58	7.20
SAN BENITO, SANTA CLARA AND SANTA CRUZ COUNTIES:		
PLASTERER	22.99	7.40
CALAVERAS AND SAN JOAQUIN COUNTIES:		
PLASTERER	20.98	8.50
MONTEREY COUNTY:		
PLASTERER	22.65	6.82
MARIPOSA, MERCED, STANISLAUS AND TUOLUMNE COUNTIES:		
PLASTERER	21.00	8.50

PLUM0036A	01/01/1999	
	Rates	Fringes
CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS AND TUOLUMNE COUNTIES:		
PLUMBER & STEAMFITTER	27.79	9.19

PLUM0036C	01/01/1999	
	Rates	Fringes
MONTEREY AND SANTA CRUZ COUNTIES:		
PLUMBER & STEAMFITTER	27.29	9.19

PLUM0036E	01/01/1999	
	Rates	Fringes
FRESNO COUNTY:		

PIPE TRADES PERSON:

Building construction only	11.50	4.70
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SCOPE OF WORK:

Installation of corrugated metal piping for drainage, as well as installation of corrugated metal piping for culverts in connection with storm sewers and drains; Grouting, dry packing and diapering of joints, holes or chases including paving over joints, in piping; Temporary piping for dirt work for building site preparation; Operating jack hammers, pavement breakers, chipping guns, concrete saws and spades to cut holes, chases and channels for piping systems; Digging, grading, backfilling and ground preparation for all types of pipe to all points of the jobsite; Ground preparation including ground leveling, layout and planting of shrubbery, trees and ground cover, including watering, mowing, edging, pruning and fertilizing, the breaking of concrete, digging, backfilling and tamping for the preparation and completion of all work in connection with lawn sprinkler and landscaping; Loading, unloading and distributing materials at jobsite; Putting away materials in storage bins in jobsite secure storage area; Demolition of piping and fixtures for remodeling and additions; Setting up and tearing down work benches, ladders and job shacks; Clean-up and sweeping of jobsite; Pipe wrapping and waterproofing where tar or similar material is applied for protection of buried piping; Flag person

PLUM0036I 01/01/1999

Rates	Fringes
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MERCED COUNTY:

PIPE TRADES PERSON:

Building construction only	11.50	4.70
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SCOPE OF WORK:

Installation of corrugated metal piping for drainage, as well as installation of corrugated metal piping for culverts in connection with storm sewers and drains; Grouting, dry packing and diapering of joints, holes or chases including paving over joints, in piping; Temporary piping for dirt work for building site preparation; Operating jack hammers, pavement breakers, chipping guns, concrete saws and spades to cut holes, chases and channels for piping systems; Digging, grading, backfilling and ground preparation for all types of pipe to all points of the jobsite; Ground preparation including ground leveling, layout and planting of shrubbery, trees and ground cover, including watering, mowing, edging, pruning and fertilizing, the breaking of concrete, digging, backfilling and tamping for the preparation and completion of all work in connection with lawn sprinkler and landscaping; Loading, unloading and distributing materials at jobsite; Putting away materials in storage bins in jobsite secure storage area; Demolition of piping and fixtures for remodeling and additions; Setting up and tearing down work benches, ladders and job shacks; Clean-up and sweeping of jobsite; Pipe wrapping and waterproofing where tar or similar material is applied for protection of buried piping; Flag person

PLUM0038A 07/01/1999

Rates	Fringes
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SAN FRANCISCO COUNTY:

PLUMBERS:

Work on wooden frame structures
5 stories or less excluding
high-rise buildings and
commercial work such as
hospitals, prisons, hotels
and schools

	28.50	17.35
All other work	38.00	18.42
LANDSCAPE/IRRIGATION FITTER	27.32	10.15

PLUM0159A 07/01/1999

	Rates	Fringes
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CONTRA COSTA COUNTY:

PLUMBERS & STEAMFITTERS:

Work on apartments over 4 stories,
and motels

	24.51	8.79
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All other work	32.61	13.39
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PLUM0342A 07/01/1999

	Rates	Fringes
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CONTRA COSTA COUNTY:

STEAMFITTER

	34.01	12.89
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PLUM0342B 07/01/1999

	Rates	Fringes
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ALAMEDA COUNTY:

PLUMBER & STEAMFITTER

	34.01	12.89
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PLUM0355D 07/01/1999

	Rates	Fringes
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ALAMEDA, CALAVERAS, CONTRA COSTA, FRESNO, KINGS, MADERA,
MARIPOSA, MERCED, MONTEREY, SAN BENITO, SAN JOAQUIN, SAN MATEO,
SANTA CLARA, SANTA CRUZ, STANISLAUS, AND TUOLUMNE COUNTIES:
LANDSCAPE FITTER; UNDERGROUND UTILITY

WORKER	22.00	4.90
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PLUM0393A 09/01/1998

	Rates	Fringes
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SAN BENITO AND SANTA CLARA COUNTIES:

PLUMBER & PIPEFITTER:

Work on motels and hotels which
do not exceed 4 stories in
height, excluding garages and
parking areas

	20.64	5.30
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All other work	39.32	10.47
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PLUM0467A 07/01/1999

	Rates	Fringes
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SAN MATEO COUNTY:

PLUMBER; PIPEFITTER; STEAMFITTER

	35.03	11.51
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REFRIGERATION & AIR CONDITIONING

	36.28	11.76
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ROOF0027C 09/01/1999

	Rates	Fringes
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FRESNO, KINGS, AND MADERA COUNTIES:

ROOFER

	20.40	6.55
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FOOTNOTE:

Work with pitch, pitch base of pitch impregnated products or

any material containing coal tar pitch, on any building old or new, where both asphalt and pitchers are used in the application of a built-up roof or tear off: \$2.00 per hour additional.

ROOF0040B	08/01/1999	
	Rates	Fringes
SAN FRANCISCO & SAN MATEO COUNTIES:		
ROOFER	21.47	10.57

ROOF0081A	08/01/1999	
	Rates	Fringes
ALAMEDA AND CONTRA COSTA COUNTIES:		
ROOFER	21.45	9.60

ROOF0081E	09/09/1999	
	Rates	Fringes
CALAVERAS, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS AND TUOLUMNE COUNTIES:		
ROOFER	18.87	5.94

ROOF0095B	08/01/1996	
	Rates	Fringes
MONTEREY, SAN BENITO, SANTA CLARA, AND SANTA CRUZ COUNTIES:		
ROOFERS:		
Kettle person (2 kettles);		
Bitumastic, enameler,		
coal tar, pitch and		
mastic worker	26.07	6.75
All other work	24.07	6.75

SFCA0483A	01/01/2000	
	Rates	Fringes
ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO AND SANTA CLARA COUNTIES:		
SPRINKLER FITTER (FIRE)	34.59	11.20

SFCA0669K	04/01/1999	
	Rates	Fringes
CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, MONTEREY, SAN BENITO, SAN JOAQUIN, SANTA CRUZ, STANISLAUS AND TUOLUMNE COUNTIES:		
SPRINKLER FITTER (FIRE)	27.35	6.40

SHEE0104A	07/01/1999	
	Rates	Fringes
ALAMEDA AND CONTRA COSTA COUNTIES:		
SHEET METAL WORKER (does not include metal deck and siding):		
Work on any multi-family dwelling over 4 stories that incorporates a separate and independent unit for heating and/or cooling purposes (excluding built-up central air handling systems)		
	30.25	12.06
Work on projects with an HVAC		

contract price of \$270,000 equipped with packaged units or a unitary system; Also, tenant completion work extending from an existing trunk line or an existing water or air loop to registers and/or diffusers; Also, remodel or add-on contracts on existing facilities providing the contract price is \$165,000 or less; Also, architectural sheet metal contracts of \$100,000 or less; Also, pre-engineered and pre-manufactured siding	30.03	13.53
All other work	35.32	13.70

SHEE0104B 07/01/1999		
	Rates	Fringes
MONTEREY AND SAN BENITO COUNTIES:		
SHEET METAL WORKER	29.71	11.40

SHEE0104D 07/01/1999		
	Rates	Fringes
SAN MATEO COUNTY:		
SHEET METAL WORKER (does not include metal deck and siding): Work on any multi-family dwelling of 4 stories or more that incorporates a separate and independent unit for heating and/or cooling purposes (excluding built-up central air handling systems)	31.82	11.54
Work with an HVAC contract price of \$250,000 equipped with packaged units or a unitary system; Also, tenant completion work extending from an existing trunk line or air loop to registers and/or diffusers; Also, remodel or add-on contracts on existing facilities providing the contract price is \$150,000 or less; Also, architectural sheet metal contracts of \$100,000 or less; Also, pre-engineered and pre-manufactured siding	32.67	11.94
All other work	36.14	12.68

SHEE0104E 07/01/1999		
	Rates	Fringes
SAN FRANCISCO COUNTY:		
SHEET METAL WORKER (does not include metal deck and siding): Work on any multi-family		

dwelling of 4 stories or more that incorporates a separate and independent unit for heating and/or cooling purposes (excluding built-up central air handling systems)	32.02	11.41
Work with an HVAC contract price of \$50,000 or less; Also, tenant completion work providing the contract price is \$50,000 or less; Also, remodel or add-on contracts on existing facilities providing the contract price is \$50,000 or less; Also, architectural sheet metal contracts of \$100,000 or less; Also, pre-engineered and pre-manufactured siding	34.74	12.77
All other work	35.74	13.27

SHEE0104G 07/01/1999		
	Rates	Fringes
SANTA CRUZ COUNTY: SHEET METAL WORKER	30.65	10.46

SHEE0104H 07/01/1999		
	Rates	Fringes
SANTA CLARA COUNTY: SHEET METAL WORKER (does not include metal deck and siding): Work on any multiple family housing unit over 4 stories in height that incorporates a separate and independent unit for heating and/or cooling purposes (excluding built-up central air handling systems)	33.07	11.03
Work with an HVAC contract price of \$250,000 equipped with packaged units or a unitary system; Also, tenant completion work extending from an existing trunk line or air loop to registers and/or diffusers; Also, remodel or add-on contracts on existing facilities providing the contract price is \$150,000 or less; Also, architectural sheet metal contracts of \$100,000 or less; Also pre-engineered and pre-manufactured siding	34.40	10.95
All other work	36.49	12.50

SHEE0104O 07/01/1999		
	Rates	Fringes

ALAMEDA, CONTRA COSTA, MONTEREY, SAN BENITO, SAN FRANCISCO, SAN MATEO, SANTA CLARA AND SANTA CRUZ COUNTIES:

SHEET METAL WORKERS:

Metal deck and siding	27.44	11.80
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SHEE0162A 07/01/1999

Rates	Fringes
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CALAVERAS AND SAN JOAQUIN COUNTIES:

SHEET METAL WORKER	21.46	10.23
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SHEE0162C 07/01/1999

Rates	Fringes
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MARIPOSA, MERCED, STANISLAUS AND TUOLUMNE COUNTIES:

SHEET METAL WORKER (does not include

metal deck and siding)	23.05	10.85
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SHEE0162D 06/01/1999

Rates	Fringes
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FRESNO, KINGS, MADERA and TULARE COUNTIES:

SHEET METAL WORKER	25.98	11.54
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SHEE0162M 07/01/1999

Rates	Fringes
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CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS AND TUOLUMNE COUNTIES:

SHEET METAL WORKERS:

Metal deck and siding	29.42	9.52
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TEAM0094A 06/16/1999

Rates	Fringes
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TRUCK DRIVERS:

GROUP 1	21.06	11.46
GROUP 2	21.36	11.46
GROUP 3	21.66	11.46
GROUP 4	22.01	11.46
GROUP 5	22.36	11.46

FOOTNOTES:

Articulated dump truck; Bulk cement spreader (with or without auger); Dumpcrete truck; Skid truck (debris box); Dry pre-batch concrete mix trucks; Dumpster or similar type; Slurry truck: Use dump truck yardage rate.

Heater planer; Asphalt burner; Scarifier burner; Industrial lift truck (mechanical tailgate); Utility and clean-up truck: Use appropriate rate for the power unit or the equipment utilized.

TRUCK DRIVER CLASSIFICATIONS

GROUP 1: Dump trucks, under 6 yds.; Single unit flat rack (2-axle unit); Nipper truck (when flat rack truck is used appropriate flat rack shall apply); Concrete pump truck (when flat rack truck is used appropriate flat rack shall apply); Concrete pump machine; Fork lift and lift jitneys; Fuel and/or grease truck driver or fuel person; Snow buggy; Steam cleaning; Bus or personhaul driver; Escort or pilot car driver; Pickup truck; Teamster oiler/greaser and/or serviceperson; Hook tender (including loading and unloading); Team driver; Tool room attendant (refineries)

GROUP 2: Dump trucks, 6 yds. and under 8 yds.; Transit mixers, through 10 yds.; Water trucks, under 7,000 gals.; Jetting trucks,

under 7,000 gals.; Vacuum trucks, under 7,500 gals.; Single-unit flat rack (3-axle unit); Highbed heavy duty transport; Scissor truck; Rubber-tired muck car (not self-loaded); Rubber-tired truck jumbo; Winch truck and "A" frame drivers; Combination winch truck with hoist; Road oil truck or bootperson; Buggymobile; Ross, Hyster and similar straddle carriers; Small rubber-tired tractor

GROUP 3: Dump trucks, 8 yds. and including 35 yds.; Transit mixers, over 10 yds.; Water trucks, 7,000 gals. and over; Jetting trucks, 7,000 gals. and over; Vacuum trucks, 7,500 gals. and over; Trucks towing tilt bed or flat bed pull trailers; Lowbed heavy duty transport; Heavy duty transport tiller person; Self-propelled street sweeper with self-contained refuse bin; Boom truck - hydro-lift or Swedish type extension or retracting crane; P.B. or similar type self-loading truck; Tire repairperson; Truck repairperson; Combination bootperson and road oiler; Dry distribution truck (A bootperson when employed on such equipment, shall receive the rate specified for the classification of road oil trucks or bootperson); Ammonia nitrate distributor, driver and mixer; Snow Go and/or plow

GROUP 4: Dump trucks, over 35 yds. and under 65 yds.; Water pulls - DW 10's, 20's, 21's and other similar equipment when pulling Aqua/pak or water tank trailers; Helicopter pilots (when transporting men and materials); DW10's, 20's, 21's and other similar Cat type, Terra Cobra, LeTourneau Pulls, Tournorocker, Euclid and similar type equipment when pulling fuel and/or grease tank trailers or other miscellaneous trailers

GROUP 5: Dump trucks, 65 yds. and over; Holland hauler

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29 CFR 5.5(a)(1)(v)).

In the listing above, the "SU" designation means that rates listed under that identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.)

and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U. S. Department of Labor
200 Constitution Avenue, N. W.
Washington, D. C. 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N. W.
Washington, D. C. 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U. S. Department of Labor
200 Constitution Avenue, N. W.
Washington, D. C. 20210

4.) All decisions by the Administrative Review Board are final.

END OF GENERAL DECISION

SECTION 00100 Bidding Schedule/Instructions to Bidders

CLAUSES INCORPORATED BY REFERENCE:

52.204-6	Data Universal Numbering System (DUNS) Number	JUN 1999
52.211-2	Availability of Specifications Listed in the DoD Index of Specifications and Standards (DODISS) and Descriptions Listed in the Acquisition Management Systems and Data Requirements Control List, DOD 5010.12-L	DEC 1999
52.214-1	Solicitation Definitions--Sealed Bidding	JUL 1987
52.214-3	Amendments To Invitations For Bids	DEC 1989
52.214-5	Submission Of Bids	MAR 1997
52.214-4	False Statements In Bids	APR 1984
52.214-6	Explanation To Prospective Bidders	APR 1984
52.214-7	Late Submissions, Modifications, and Withdrawals of Bids	NOV 1999
52.214-18	Preparation of Bids-Construction	APR 1984
52.214-19	Contract Award-Sealed Bidding-Construction	AUG 1996
52.225-10 Alt I	Notice of Buy American Act/Balance of Payments Program Requirement--Construction Materials (Feb 2000) Alternate I	FEB 2000
52.232-15	Progress Payments Not Included	APR 1984

CLAUSES INCORPORATED BY FULL TEXT

52.0214-4581 INQUIRIES (APR 1992)

Prospective bidders/offerors should submit inquiries related to this solicitation by writing or calling the following (collect calls will not be accepted):

(1) For information related to amendments and information on bid opening dates or dates set for receipt of proposals:

Plan Room Fax (916) 557-7842

(2) For inquiries of a contractual nature (solicitation requirements, interpretation of contractual language) call:

Mr. Rick Vredenburg, Contract Specialist (916) 557-5234
or fax questions to (916) 557-7854.

For bid results go to the Sacramento District, Contracting Division website <http://ebs.spk.usace.army.mil>. If this site has no bid information, call the Contract Specialist above.

(3) All **technical** questions on the specifications or drawings will be submitted in writing (or faxed) to:

Department of the Army
U.S. Army Engineer District, Sacramento
Corps of Engineers
ATTN: Contracting Division
1325 J Street

Sacramento CA 95814-2922
FAX: (916) 557-7854

(4) Please include the solicitation number, project title and location of project with your questions. Written inquiries must be received by this office not later than 14 calendar days prior to bid opening date/date set for receipt of offers.

(5) For prospective bidders with electronic mail capabilities, questions of a contractual or technical nature can be sent to **rvredenburg@spk.usace.army.mil**, AND **lhales@spk.usace.army.mil**. Please include the full name of your company, as well as telephone and fax numbers, in your correspondence.

(6) Oral explanations or instructions are not binding. Any information given to a bidder/offeror which impacts the bid/offer will be given in the form of a written amendment to the solicitation.

52.0214-4582 DIRECTIONS FOR SUBMITTING BIDS/PROPOSALS (APR 1992)

Envelopes containing bids/offers must be sealed, marked and addressed as follows:

MARK ENVELOPES:

Solicitation No. DACW05-00-B-0009
Bid Opening/Offer Closing Date: 06 JUL 2000
Bid Opening/Offer Closing Time: 1:00 PM (LOCAL TIME)

ADDRESS ENVELOPES TO:

Department of the Army
U.S. Army Engineer District, Sacramento
Corps of Engineers
ATTN: Plan Room, First Floor
1325 J Street
Sacramento CA 95814-2922

Handcarried bids/proposals must be delivered to:

Room 878, Contracting Division Reception Area, at the above address by the date and time stated above.

Bidders/Offerors are cautioned to allow sufficient time for submission of handcarried bids/proposals. Security measures have been employed which will require all bids/proposals to be scanned prior to being submitted to the plan room depository. These measures are considered to be necessary to insure the safety of our personnel.

52.0209-4501 CONTRACTOR RESPONSIBILITY, PREAWARD SURVEY (JUL 1995)

In order to determine a contractor's responsibility for purposes of contract award in accordance with FAR Part 9, the contractor is required to provide a statement regarding previous experience and past performance in performing comparable work, information related to the business organization, financial resources, and/or plant to be used in performing the work (see

Attachments, Preaward Survey). The Preaward Survey is attached to the solicitation for information purposes only. It will be required from only the low bidder. After the Bid Opening, the Government will request this information from the low bidder if the low bidder has not had a contract with the Sacramento District within the last twelve months and the Government will set a due date for its submission. The Preaward Survey is not required as part of the bid package. In order to be determined to be responsible a prospective contractor must:

a. Have adequate financial resources to perform the contract or the ability to obtain them.

b. Be able to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments.

c. Have a satisfactory performance record. In making the determination of responsibility, the Government Contracting Officer shall consider relevant past performance information. A prospective contractor shall not be determined responsible or nonresponsible solely on the basis of a lack of relevant performance history except when there are special standards set forth in the solicitation which applies to all bidders that must be met in order to receive the award. These special standards may be necessary when unusual expertise or specialized facilities are necessary in the performance of the contract; therefore, in order to be determined to be responsible for that particular contract, the offeror must be able to meet those special standards. A prospective contractor that is or recently has been seriously deficient in contract performance shall be presumed to be nonresponsible unless the Contracting Officer determines that the circumstances were beyond the contractor's control or that the contractor has taken appropriate corrective action. Other responsibility considerations by the Contracting Officer will include past efforts by the contractor to apply sufficient tenacity and perseverance to perform acceptably, to meet quality requirements of contracts, and the contractor's past compliance with subcontracting plans (if required) under recent contracts.

d. Have a satisfactory record of integrity and business ethics.

e. Have the necessary organization, experience, accounting and operational controls, and technical skills, or the ability to obtain them (including, as appropriate, such elements as production control procedures, property control systems, quality assurance measures, and safety programs applicable to materials to be produced or services to be performed by the prospective contractor and subcontractors).

f. Have the necessary production, construction, and technical equipment and facilities, or the ability to obtain them.

g. Be otherwise qualified and eligible to receive an award under applicable laws and regulations.

If the contractor or subcontractor does not already have sufficient resources demonstrated in the completed Preaward Survey, acceptable evidence of "the ability to obtain" the required, adequate resources (all of the resources discussed in subparagraphs a, e, and f above) normally consists of a commitment or explicit arrangement that will be in existence at the time of contract award to rent, purchase or otherwise acquire the needed facilities, equipment, other resources, or personnel.

**52.0211-4805 AVAILABILITY OF CORPS OF ENGINEERS PUBLICATIONS
DESCRIPTIONS (AUG 1998)**

a. Corps of Engineers publications are available for inspection at the following location:

U.S. Army Corps of Engineers, Sacramento District
1325 J Street
Engineering Division, District Library, 8th Floor
Sacramento, CA 95814-2922
Telephone Number (916) 557-6657

b. Construction Criteria Base (CCB). The Construction Criteria Base (CCB) system available through the National Institute of Building Sciences includes copies of Corps of Engineers methods and specifications. Documents that are available from this or other such sources will no longer be available directly from the Corps and should be obtained from those sources. Information about the CCB and ordering instructions can be obtained from:

National Institute of Building Sciences
1090 Vermont Ave., NW, Suite 700
Washington, D.C. 20005
Phone: 202/289-7800 (ask for CCB Information)

c. The Corps of Engineers manual, EM 385-1-1, Safety and Health Requirements Manual, is available on the Internet at the following location: <http://www.usace.army.mil/inet/usace-docs/eng-manuals/em385-1-1/>.

52.0214-4583 TELEGRAPHIC BIDS/OFFERS (APR 1992)

TELEGRAPHIC BIDS/OFFERS ARE NOT ACCEPTABLE.

However, bids/offers may be modified or withdrawn by written or telegraphic notice. Any telegram to modify or withdraw a bid/offer sent to this office must be received in the office designated in the Invitation for Bids/Request for Proposal (IFB/RFP) for receipt of bids/offers not later than the exact date and time set for bid opening/receipt of proposals. A telegraphic modification or withdrawal of a bid/offer received in such office by telephone from the receiving telegraph office not later than the exact date and time set for bid opening/receipt of proposals shall be considered. However, the telephone message shall be confirmed by the telegraph company by sending a copy of the written telegram that formed the basis for the telephone call. The written telegram shall be sealed in an envelope by a proper official and sent to the office designated in the IFB/RFP for receipt of bids/offers. The official shall write on the envelope (1) the date and time of receipt and by whom, and (2) the number of the IFB/RFP, and shall sign the envelope. The bidder/offeror is responsible to inform the telegraph company of these requirements. No one from this office will be dispatched to the local telegraph office to pick up any telegram for any reason.

52.0214-4584 FACSIMILE BIDS/OFFERS (APR 1992)

Facsimile bids/offers, modifications thereto, or cancellations of bids/offers will not be accepted.

52.0219-4581 PREPARATION OF SUBCONTRACTING PLAN (MAR 1999)

(a) See FAR 52.219-9, Section 00700, of this solicitation. Located in the Attachments Section of this solicitation is a sample Subcontracting Plan which will aid the Contractor in preparing a Subcontracting Plan in accordance with FAR 52.219-9(d)(1) through (d)(11). Subcontracting Plans will be developed considering only the subcontracts actually to be awarded.

Subcontracting Plans are required only from large business firms if the contract price is over \$1 million; they are not required from small business firms regardless of the contract price.

(b) The sample Subcontracting Plan is attached to this solicitation for information purposes. A Subcontracting Plan will be required only from the low bidder if the low bidder is a large business and the low bid is over \$1 million. The Subcontracting Plan is not required from the low bidder until after the Bid Opening; it is not required as part of the bid package. After the Bid Opening, if the selected bidder fails to submit an acceptable plan within the time prescribed by the Contracting Officer, the bidder will be ineligible for award. Review of the Subcontracting Plan by the Government will be in accordance with FAR 19.705-4.

(c) A Subcontracting Plan which proposes goals less than the recommended floors (minimums) below must contain support, in writing, for the lesser goals and discuss the Contractor's good faith effort to meet the recommended floors.

(d) In accordance with FAR 19.704 if the contract contains options, the cumulative value of the basic contract and all options is considered in determining whether a Subcontracting Plan is necessary. If a plan is necessary, the Subcontracting Plan shall contain separate parts, one for the basic contract and one for each option. It is necessary to address planned subcontracting dollars and percentages of total to be awarded to small, HUBZone small, small disadvantaged, women-owned small, and qualified nonprofit agencies for the blind and other severely disabled separately for the basic contract period and each option year. All other parts of the Subcontracting Plan only need to be addressed once.

(e) Subcontracts awarded to HUBZone small businesses, small disadvantaged businesses, women-owned small businesses, and qualified nonprofit agencies for the blind and other severely disabled count toward the overall small business goal. The Corps of Engineers has not been assigned a set goal for qualified nonprofit agencies for the blind and other severely disabled.

(f) Qualified nonprofit agencies for the blind and other severely disabled that have been approved by the Committee for Purchase from People Who Are Blind or Severely Disabled under the Javits-Wagner-O'Day Act (41 U.S.C. 46-48) are eligible to participate in the program as a result of 10 U.S.C. 2410d and Section 9077 of Pub.L. 102-396 and similar sections in subsequent Defense Appropriations Acts. Under this authority subcontracts awarded to such entities may be counted toward the prime contractor's small business subcontracting goal through fiscal year 1999.

(g) Contact Mr. John Szabo (916)557-5202, Deputy for Small Business, with questions on the Subcontracting Plan requirements and further instructions on submission of Standard Forms 294 and 295 as required by FAR 52.219-9. These forms with clarifying instructions will be furnished by the Deputy for Small Business to the Contractor's Subcontracting Plan Administrator after contract award.

(h) The accepted Subcontracting Plan will be incorporated into and made a material part of the contract.

(i) The Corps of Engineers highly encourages all bidders/offerors to meet the recommended subcontracting floors (minimums) as follows:

Small Businesses	61.4%
Small, Disadvantaged Businesses	9.1%
Women-Owned Small Businesses	5.0%

The goals are calculated as a percentage of the TOTAL SUBCONTRACTING DOLLARS, NOT THE TOTAL CONTRACT AMOUNT.

52.0228-4504 PERFORMANCE AND PAYMENT BONDS (AUG 1999)

The bidder/offeror whose bid/offer is accepted will, within the time established in the contract, furnish performance and payment bonds in accordance with FAR 52.228-15 incorporated by reference in Section 00700.

52.0228-4506 INDIVIDUAL SURETIES IN SUPPORT OF BID BONDS (AUG 1991)

Bidders/offerors utilizing individual sureties in support of a bid bond shall include a Standard Form (SF) 28 (Affidavit of Individual Surety), accompanied by a pledge of acceptable assets from each person acting as an individual surety, and include these with the SF 24 (Bid Bond), and the bid itself (see clause titled "Pledges of Assets," FAR 52.228-11).

Pledges of acceptable assets shall be in the form of (1) evidence of an escrow account and/or (2) a recorded lien on real estate. If this is an IFB, failure to provide pledges of acceptable assets, with the bid, in the specified form, accompanied by a properly executed SF 24 and SF 28, will render the bidder nonresponsive and thus ineligible for award. If this is an RFP, failure to provide required documentation described herein may cause the offeror to be deemed "unacceptable".

52.228-4507 BID GUARANTEE FORM AND AMOUNT (JAN 1993)

When bids/proposals exceed \$25,000, the offeror shall furnish a separate bid guarantee in accordance with the solicitation provision titled "Bid Guarantee", FAR 52.228-1. In accordance with FAR 28.101-2 the bid guarantee amount shall be at least 20 percent of the "bid price" but shall not exceed \$3 million. When the penal sum is expressed as a percentage, a maximum dollar limitation may be stated. If there are option line items on the Pricing Schedule (Section 00010), the term "bid price" is hereby defined as the total bid not to include any amount for line items designated as "options". In bids/proposals that contain "additives", the "bid price" is defined as the total of all bid items including additive line items. FAR 28.106-1 states that a Standard Form (SF) 24 shall be used for the bid bond. In accordance with FAR 28.202(a)(1), corporate sureties utilized must appear on the list contained in the Department of Treasury Circular 570 titled "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and Acceptable Reinsuring Companies."

52.0236-4507 ACCEPTANCE OF OFFERS (AUG 1991)

A written award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party.

52.0214-4503 EVALUATION FOR AWARD (JAN 1991)

The Government contemplates award of one contract to the responsive, responsible bidder who submits the low bid based on applying the following deflating factors to certain items in the Pricing Schedule according to the formula below:

Evaluation Price Base Year = [(Line item 0001AA x 0.000023) + (line item 0001AB x 0.0114) + (the sum of line items 0002AA thru 0002AM) + (line item 0003AA x 0.000046) + (line item 0003AB x 0.000046) + (line item 0003AC x 0.0027) + (line item 0004 x 0.000023)]

The purpose of the deflating factors is to reduce the fixed cost and certain unit cost line items so that parity between the remaining line items is obtained for bid evaluation purposes.

If the solicitation's Pricing Schedule contains options, see evaluation of options clause 52.217-5 for information on the procedure used by the Government to determine "low bid".

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a **firm, fixed-price** contract resulting from this solicitation.

(End of clause)

52.217-5 EVALUATION OF OPTIONS (JUL 1990)

(a) Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total evaluation price for all options to the total evaluation price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s). The evaluation price for the options will be computed by the following formula(s):

Evaluation Price Option Year 1 = [(Line item 1001AA x 0.000023) + (line item 1001AB x 0.0114) + (the sum of line items 1002AA thru 1002AM) + (line item 1003AA x 0.000046) + (line item 1003AB x 0.000046) + (line item 1003AC x 0.0027) + (line item 1004 x 0.000023)]

Evaluation Price Option Year 2 = [(Line item 2001AA x 0.000023) + (line item 2001AB x 0.0114) + (the sum of line items 2002AA thru 2002AM) + (line item 2003AA x 0.000046) + (line item 2003AB x 0.000046) + (line item 2003AC x 0.0027) + (line item 2004 x 0.000023)]

(b) The Government may reject an offer as nonresponsive if it is materially unbalanced as to prices for the basic requirement and the option quantities. An offer is unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated for other work.

(End of provision)

52.236-27 SITE VISIT (CONSTRUCTION) (FEB 1995)

(a) The clauses at 52.236-2, Differing Site Conditions, and 52.236-3, Site Investigations and Conditions Affecting the Work, will be included in any contract awarded as a result of this solicitation. Accordingly, offerors or quoters are urged and expected to inspect the site where the work will be performed. No organized site visit will be conducted. If necessary, a site visit will be held for each task order exercised.

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its

quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://www.arnet.gov/References/References.html>

52.252-3 ALTERATIONS IN SOLICITATION (APR 1984)

Portions of this solicitation are altered as follows:

N/A

52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984)

- (a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the provision.
- (b) The use in this solicitation of any (48 CFR Chapter 2) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

52.233-2 SERVICE OF PROTEST (AUG 1996)

- (a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from

Contracting Officer
1325 J Street, Rm 878
Sacramento, California 95814

- (b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

SECTION 00600 Representations & Certifications

CLAUSES INCORPORATED BY FULL TEXT

52.0201.4801

SUBMITTAL INFORMATION (NOV 1993).

52.0201.4801 SUBMITTAL INFORMATION (NOV
1993)

Solicitation Number: _____

Offeror's Name, Address, Telephone Number, and Fax Number:

Name of Person to Contact Telephone Number

Fax Number

Commercial & Government Entity (CAGE) Code, if known:

DUNS Number, if known:

52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

(a) The offeror certifies that --

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods of factors used to calculate the prices offered:

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory --

(1) Is the person in the offeror's organization responsible for determining the prices offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contradictory to subparagraphs (a)(1) through (a)(3) above; or

(2) (i) Has been authorized, in writing, to act as an agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above _____ (insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization);

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

(End of clause)

52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (APR 1991)

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this Certification.

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989,--

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

(End of provision)

52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

(a) Definitions.

Common parent, as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

Taxpayer Identification Number (TIN), as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

___ TIN:-----

___ TIN has been applied for.

___ TIN is not required because:

___ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

___ Offeror is an agency or instrumentality of a foreign government;

___ Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

___ Sole proprietorship;

___ Partnership;

___ Corporate entity (not tax-exempt);

___ Corporate entity (tax-exempt);

___ Government entity (Federal, State, or local);

___ Foreign government;

___ International organization per 26 CFR 1.6049-4;

___ Other-----

(f) Common parent.

___ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

___ Name and TIN of common parent:

Name-----

TIN-----

(End of provision)

52.204-5 WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS) (MAY 1999)

(a) Definition. Women-owned business concern, as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Representation. [Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representations, of this solicitation.] The offeror represents that it () is, () is not a women-owned business concern.

(End of provision)

52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (MAR 1996)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that--

(i) The Offeror and/or any of its Principals--

(A) Are [] are not [] presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have [] have not [], within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are [] are not [] presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(ii) The Offeror has [] has not [], within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of

changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

52.219-4 NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS (JAN 1999)

(a) Definition. HUBZone small business concern, as used in this clause, means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.

(b) Evaluation preference. (1) Offers will be evaluated by adding a factor of 10 percent to the price of all offers, except--

(i) Offers from HUBZone small business concerns that have not waived the evaluation preference;

(ii) Otherwise successful offers from small business concerns;

(iii) Otherwise successful offers of eligible products under the Trade Agreements Act when the dollar threshold for application of the Act is exceeded (see 25.402 of the Federal Acquisition Regulation (FAR)); and

(iv) Otherwise successful offers where application of the factor would be inconsistent with a Memorandum of Understanding or other international agreement with a foreign government.

(2) The factor of 10 percent shall be applied on a line item basis or to any group of items on which award may be made. Other evaluation factors described in the solicitation shall be applied before application of the factor.

(3) A concern that is both a HUBZone small business concern and a small disadvantaged business concern will receive the benefit of both the HUBZone small business price evaluation preference and the small disadvantaged business price evaluation adjustment (see FAR clause 52.219-23). Each applicable price evaluation preference or adjustment shall be calculated independently against an offeror's base offer.

These individual preference amounts shall be added together to arrive at the total evaluated price for that offer.

(c) Waiver of evaluation preference. A HUBZone small business concern may elect to waive the evaluation preference, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraph (d) of this clause do not apply if the offeror has waived the evaluation preference.

___ Offeror elects to waive the evaluation preference.

(d) Agreement. A HUBZone small business concern agrees that in the performance of the contract, in the case of a contract for

- (1) Services (except construction), at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern or employees of other HUBZone small business concerns;
- (2) Supplies (other than procurement from a nonmanufacturer of such supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern or other HUBZone small business concerns;
- (3) General construction, at least 15 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns; or
- (4) Construction by special trade contractors, at least 25 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns.
- (e) A HUBZone joint venture agrees that in the performance of the contract, the applicable percentage specified in paragraph (d) of this clause will be performed by the HUBZone small business participant or participants.
- (f) A HUBZone small business concern nonmanufacturer agrees to furnish in performing this contract only end items manufactured or produced by HUBZone small business manufacturer concerns. This paragraph does not apply in connection with construction or service contracts.

(End of clause)

52.219-19 SMALL BUSINESS CONCERN REPRESENTATION FOR THE SMALL BUSINESS
COMPETITIVENESS DEMONSTRATION PROGRAM (JAN 1997)

(a) Definition.

"Emerging small business" as used in this solicitation, means a small business concern whose size is no greater than 50 percent of the numerical size standard applicable to the standard industrial classification code assigned to a contracting opportunity.

(b) [Complete only if the Offeror has represented itself under the provision at 52.219-1 as a small business concern under the size standards of this solicitation.] The Offeror [] is, [] is not an emerging small business.

(c) (Complete only if the Offeror is a small business or an emerging small business, indicating its size range.)

Offeror's number of employees for the past 12 months (check this column if size standard stated in solicitation is expressed in terms of number of employees) or Offeror's average annual gross revenue for the last 3 fiscal years (check this column if size standard stated in solicitation is expressed in terms of annual receipts). (Check one of the following.)

No. of Employees Avg. Annual Gross Revenues

- | | |
|-----------------|---------------------------------|
| ___ 50 or fewer | ___ \$1 million or less |
| ___ 51 - 100 | ___ \$1,000,001 - \$2 million |
| ___ 101 - 250 | ___ \$2,000,001 - \$3.5 million |
| ___ 251 - 500 | ___ \$3,500,001 - \$5 million |
| ___ 501 - 750 | ___ \$5,000,001 - \$10 million |
| ___ 751 - 1,000 | ___ \$10,000,001 - \$17 million |

____ Over 1,000 ____ Over \$17 million

(End of provision)

52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that --

(a) ☐ It has, ☐ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b) ☐ It has, ☐ has not, filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of provision)

52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (JAN 1997)

(a) "Hazardous material", as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract).

(b) The offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract.

Material	Identification No.
(If none, insert "None")	
_____	_____
_____	_____
_____	_____

(c) This list must be updated during performance of the contract whenever the Contractor determines that any other material to be delivered under this contract is hazardous.

(d) The apparently successful offeror agrees to submit, for each item as required prior to award, a Material Safety Data Sheet, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material identified in paragraph (b) of this clause. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently successful offeror is the actual manufacturer of these items. Failure to submit the Material Safety Data Sheet prior to award may result in the apparently successful offeror being considered nonresponsible and ineligible for award.

(e) If, after award, there is a change in the composition of the item(s) or a revision to Federal Standard No. 313, which renders incomplete or inaccurate the data submitted under paragraph (d) of this clause, the Contractor shall promptly notify the Contracting Officer and resubmit the data.

(f) Neither the requirements of this clause nor any act or failure to act by the Government shall relieve the Contractor of any responsibility or liability for the safety of Government, Contractor, or subcontractor personnel or property.

(g) Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material.

(h) The Government's rights in data furnished under this contract with respect to hazardous material are as follows:

(1) To use, duplicate and disclose any data to which this clause is applicable. The purposes of this right are to--

(i) Apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials;

(ii) Obtain medical treatment for those affected by the material; and

(iii) Have others use, duplicate, and disclose the data for the Government for these purposes.

(2) To use, duplicate, and disclose data furnished under this clause, in accordance with subparagraph (h)(1) of this clause, in precedence over any other clause of this contract providing for rights in data.

(3) The Government is not precluded from using similar or identical data acquired from other sources.

(End of clause)

52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (OCT 1996)

(a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.

(b) By signing this offer, the offeror certifies that--

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: (Check each block that is applicable.)

☐ (i) The facility does not manufacture, process or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);

☐ (ii) The facility does not have 10 or more full-time employees as specified in section 313.(b)(1)(A) of EPCRA 42 U.S.C. 11023(b)(1)(A);

☐ (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

☐ (iv) The facility does not fall within Standard Industrial Classification Code (SIC) designations 20 through 39 as set forth in FAR section 19.102 of the Federal Acquisition Regulation; or

☐ (v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

252.209-7001 DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY (MAR 1998)

(a) "Definitions."

As used in this provision --

(a) "Government of a terrorist country" includes the state and the government of a terrorist country, as well as any political subdivision, agency, or instrumentality thereof.

(2) "Terrorist country" means a country determined by the Secretary of State, under section 6(j)(1)(A) of the Export Administration Act of 1979 (50 U.S.C. App. 2405(j)(i)(A)), to be a country the government of which has repeatedly provided support for such acts of international terrorism. As of the date of this provision, terrorist countries include: Cuba, Iran, Iraq, Libya, North Korea, Sudan, and Syria.

(3) "Significant interest" means --

(i) Ownership of or beneficial interest in 5 percent or more of the firm's or subsidiary's securities. Beneficial interest includes holding 5 percent or more of any class of the firm's securities in "nominee shares," "street names," or some other method of holding securities that does not disclose the beneficial owner;

(ii) Holding a management position in the firm, such as a director or officer;

(iii) Ability to control or influence the election, appointment, or tenure of directors or officers in the firm;

(iv) Ownership of 10 percent or more of the assets of a firm such as equipment, buildings, real estate, or other tangible assets of the firm; or

(v) Holding 50 percent or more of the indebtedness of a firm.

(b) "Prohibition on award."

In accordance with 10 U.S.C. 2327, no contract may be awarded to a firm or a subsidiary of a firm if the government of a terrorist country has a significant interest in the firm or subsidiary or, in the case of a subsidiary, the firm that owns the subsidiary, unless a waiver is granted by the Secretary of Defense.

(c) "Disclosure."

If the government of a terrorist country has a significant interest in the Offeror or a subsidiary of the Offeror, the Offeror shall disclose such interest in an attachment to its offer. If the Offeror is a subsidiary, it shall also disclose any significant interest the government of a terrorist country has in any firm that owns or controls the subsidiary. The disclosure shall include --

(1) Identification of each government holding a significant interest; and

(2) A description of the significant interest held by each government.

(End of provision)

252.223-7001 HAZARD WARNING LABELS (DEC 1991)

(a) "Hazardous material," as used in this clause, is defined in the Hazardous Material Identification and Material Safety Data clause of this contract.

(b) The Contractor shall label the item package (unit container) of any hazardous material to be delivered under this contract in accordance with the Hazard Communication Standard (29 CFR 1910.1200 et seq). The Standard requires that the hazard warning label conform to the requirements of the standard unless the material is otherwise subject to the labeling requirements of one of the following statutes:

- (1) Federal Insecticide, Fungicide and Rodenticide Act;
- (2) Federal Food, Drug and Cosmetics Act;
- (3) Consumer Product Safety Act;
- (4) Federal Hazardous Substances Act; or
- (5) Federal Alcohol Administration Act.

(c) The Offeror shall list which hazardous material listed in the Hazardous Material Identification and Material Safety Data clause of this contract will be labeled in accordance with one of the Acts in paragraphs (b)(1) through (5) of this clause instead of the Hazard Communication Standard. Any hazardous material not listed will be interpreted to mean that a label is required in accordance with the Hazard Communication Standard.

MATERIAL (If None, Insert "None.")

ACT

(d) The apparently successful Offeror agrees to submit, before award, a copy of the hazard warning label for all hazardous materials not listed in paragraph (c) of this clause. The Offeror shall submit the label with the Material Safety Data Sheet being furnished under the Hazardous Material Identification and Material Safety Data clause of this contract.

(e) The Contractor shall also comply with MIL-STD-129, Marking for Shipment and Storage (including revisions adopted during the term of this contract).

(End of clause)

252.247-7022 REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA (AUG 1992)

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term supplies is defined in the Transportation of Supplies by Sea clause of this solicitation.

(b) Representation. The Offeror represents that it:

____ (1) Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

____ (2) Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of provision)

SECTION 00700 Contract Clauses

CLAUSES INCORPORATED BY REFERENCE:

52.202-1 Alt I	Definitions (Oct 1995) --Alternate I	APR 1984
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	JUL 1995
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	JUN 1997
52.204-4	Printing/Copying Double-Sided on Recycled Paper	JUN 1996
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	JUL 1995
52.211-13	Time Extensions	APR 1984
52.214-26	Audit and Records--Sealed Bidding	OCT 1997
52.214-27	Price Reduction for Defective Cost or Pricing Data - Modifications - Sealed Bidding	OCT 1997
52.214-28	Subcontracting Cost Or Pricing Data--Modifications--Sealed Bidding	OCT 1997
52.214-29	Order Of Precedence--Sealed Bidding	JAN 1986
52.219-8	Utilization of Small Business Concerns	OCT 1999
52.219-9 Alt I	Small Business Subcontracting Plan (Oct 1999) Alternate I	JAN 1999
52.219-16	Liquidated Damages-Subcontracting Plan	JAN 1999
52.222-3	Convict Labor	AUG 1996
52.222-4	Contract Work Hours and Safety Standards Act - Overtime Compensation	JUL 1995
52.222-6	Davis Bacon Act	FEB 1995
52.222-7	Withholding of Funds	FEB 1988
52.222-8	Payrolls and Basic Records	FEB 1988
52.222-9	Apprentices and Trainees	FEB 1988
52.222-10	Compliance with Copeland Act Requirements	FEB 1988
52.222-11	Subcontracts (Labor Standards)	FEB 1988
52.222-12	Contract Termination-Debarment	FEB 1988
52.222-13	Compliance with Davis-Bacon and Related Act Regulations.	FEB 1988
52.222-14	Disputes Concerning Labor Standards	FEB 1988
52.222-15	Certification of Eligibility	FEB 1988
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	FEB 1999
52.222-27	Affirmative Action Compliance Requirements for Construction	FEB 1999
52.222-35	Affirmative Action For Disabled Veterans And Veterans of the Vietnam Era	APR 1998
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports On Disabled Veterans And Veterans Of The Vietnam Era	JAN 1999
52.223-6	Drug Free Workplace	JAN 1997
52.223-14	Toxic Chemical Release Reporting	OCT 1996
52.225-13	Restrictions on Certain Foreign Purchases	FEB 2000
52.226-1	Utilization Of Indian Organizations And Indian-Owned Economic Enterprises	FEB 2000
52.227-1	Authorization and Consent	JUL 1995

52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	AUG 1996
52.227-4	Patent Indemnity-Construction Contracts	APR 1984
52.228-2	Additional Bond Security	OCT 1997
52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.228-11	Pledges Of Assets	FEB 1992
52.228-12	Prospective Subcontractor Requests for Bonds	OCT 1995
52.228-15	Performance and Payment Bonds--Construction	SEP 1996
52.228-14	Irrevocable Letter of Credit	DEC 1999
52.229-3	Federal, State And Local Taxes	JAN 1991
52.229-5	Taxes--Contracts Performed In U S Possessions Or Puerto Rico	APR 1984
52.232-5	Payments under Fixed-Price Construction Contracts	MAY 1997
52.232-17	Interest	JUN 1996
52.232-23 Alt I	Assignment of Claims (Jan 1986) - Alternate I	APR 1984
52.233-1	Disputes	DEC 1998
52.233-3	Protest After Award	AUG 1996
52.236-2	Differing Site Conditions	APR 1984
52.236-3	Site Investigation and Conditions Affecting the Work	APR 1984
52.236-5	Material and Workmanship	APR 1984
52.236-6	Superintendence by the Contractor	APR 1984
52.236-7	Permits and Responsibilities	NOV 1991
52.236-8	Other Contracts	APR 1984
52.236-9	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements	APR 1984
52.236-10	Operations and Storage Areas	APR 1984
52.236-11	Use and Possession Prior to Completion	APR 1984
52.236-12	Cleaning Up	APR 1984
52.236-13 Alt I	Accident Prevention (Nov 1991) - Alternate I	NOV 1991
52.236-15	Schedules for Construction Contracts	APR 1984
52.236-16	Quantity Surveys	APR 1984
52.236-17	Layout of Work	APR 1984
52.236-21	Specifications and Drawings for Construction	FEB 1997
52.236-26	Preconstruction Conference	FEB 1995
52.242-13	Bankruptcy	JUL 1995
52.242-14	Suspension of Work	APR 1984
52.243-4	Changes	AUG 1987
52.244-6	Subcontracts for Commercial Items and Commercial Components	OCT 1998
52.246-12	Inspection of Construction	AUG 1996
52.248-3	Value Engineering-Construction	FEB 2000
52.249-2 Alt I	Termination for Convenience of the Government (Fixed-Price) (Sep 1996) - Alternate I	SEP 1996
52.249-10	Default (Fixed-Price Construction)	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	MAR 1999
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004	Required Central Contractor Registration	MAR 2000
252.205-7000	Provisions Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7000	Acquisition From Subcontractors Subject To On-Site Inspection Under The Intermediate Range Nuclear Forces (INF) Treaty	NOV 1995
252.209-7003	Compliance With Veterans' Employment Reporting Requirements	MAR 1998
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	MAR 1998
252.219-7003	Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DOD Contracts)	APR 1996

252.223-7004	Drug Free Work Force	SEP 1988
252.225-7012	Preference For Certain Domestic Commodities	MAY 1999
252.225-7031	Secondary Arab Boycott Of Israel	JUN 1992
252.231-7000	Supplemental Cost Principles	DEC 1991
252.236-7000	Modification Proposals-Price Breakdown	DEC 1991
252.236-7002	Obstruction of Navigable Waterways	DEC 1991
252.236-7008	Contract Prices-Bidding Schedules	DEC 1991
252.242-7000	Postaward Conference	DEC 1991
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.247-7023	Transportation of Supplies by Sea	MAR 2000
252.247-7024	Notification Of Transportation Of Supplies By Sea	MAR 2000

CLAUSES INCORPORATED BY FULL TEXT

52.211-12 LIQUIDATED DAMAGES--CONSTRUCTION (APR 1984)--ALTERNATE I (APR 1984)

(a) If the Contractor fails to complete the work within the time specified in the contract, or any extension, the Contractor shall pay to the Government as liquidated damages, the sum of \$1,250.00 for delay of each separate part or stage of the work for each task order.

(b) If the Government terminates the Contractor's right to proceed, the resulting damage will consist of liquidated damages until such reasonable time as may be required for final completion of the work together with any increased costs occasioned the Government in completing the work.

(c) If the Government does not terminate the Contractor's right to proceed, the resulting damage will consist of liquidated damages until the work is completed or accepted.

(End of clause)

52.216-18 ORDERING. (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from contract award through the last day of performance period of the contract (or any option periods exercised by the Government).

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

52.216-19 ORDER LIMITATIONS. (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than **\$2,000** (insert dollar figure or quantity), the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor:

- (1) Any order for a single item in excess of \$3,000,000 for the base year; \$3,000,000 for the first option year; and \$3,000,000 for the second option year;
- (2) Any order for a combination of items in excess of \$3,000,000 for the base year; \$3,000,000 for the first option year; and \$3,000,000 for the second option year; or
- (3) A series of orders from the same ordering office within 5 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.
- (c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.
- (d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 5 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

52.216-22 INDEFINITE QUANTITY. (OCT 1995)

- (a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.
- (b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum". The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum".
- (c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- (d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after the last day of the performance period on any task order issued by the Government within the contract's performance period.

(End of clause)

52.222-23 NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY FOR CONSTRUCTION (FEB 1999)

- (a) The offeror's attention is called to the Equal Opportunity clause and the Affirmative Action Compliance Requirements for Construction clause of this solicitation.
- (b) The goals for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Goals for minority participation	Goals for female participation
for each trade	for each trade

25.6%		6.9% (Contra Costa)
16.1%		6.9% (Sacramento)
24.3%		6.9% (San Joaquin)
17.1%		6.9% (Solano)
16.1%		6.9% (Yolo)

These goals are applicable to all the Contractor's construction work performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, the Contractor shall apply the goals established for the geographical area where the work is actually performed. Goals are published periodically in the Federal Register in notice form, and these notices may be obtained from any Office of Federal Contract Compliance Programs office.

(c) The Contractor's compliance with Executive Order 11246, as amended, and the regulations in 41 CFR 60-4 shall be based on (1) its implementation of the Equal Opportunity clause, (2) specific affirmative action obligations required by the clause entitled "Affirmative Action Compliance Requirements for Construction," and (3) its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade. The Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor, or from project to project, for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, Executive Order 11246, as amended, and the regulations in 41 CFR 60-4. Compliance with the goals will be measured against the total work hours performed.

(d) The Contractor shall provide written notification to the Deputy Assistant Secretary for Federal Contract Compliance, U.S. Department of Labor, within 10 working days following award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the --

- (1) Name, address, and telephone number of the subcontractor;
- (2) Employer's identification number of the subcontractor;
- (3) Estimated dollar amount of the subcontract;
- (4) Estimated starting and completion dates of the subcontract; and
- (5) Geographical area in which the subcontract is to be performed.

(e) As used in this Notice, and in any contract resulting from this solicitation, the "covered area" is Contra Costa, Sacramento, San Joaquin, Solano, and Yolo Counties, California

52.225-11 BUY AMERICAN ACT--BALANCE OF PAYMENTS PROGRAM--CONSTRUCTION MATERIALS UNDER TRADE AGREEMENTS (FEB 2000)

(a) Definitions. As used in this clause--

Component means any article, material, or supply incorporated directly into construction materials.

Construction material means an article, material, or supply brought to the construction site by the Contractor or subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

Cost of components means--

(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.

Designated country means any of the following countries: Aruba, Austria, Bangladesh, Belgium, Benin, Bhutan, Botswana, Burkina Faso, Burundi, Canada, Cape Verde, Central African Republic, Chad, Comoros, Denmark.

Djibouti, Equatorial Guinea, Finland, France, Gambia, Germany, Greece, Guinea, Guinea-Bissau, Haiti, Hong Kong, Ireland, Israel, Italy, Japan.

Kiribati, Korea, Republic of, Lesotho, Liechtenstein, Luxembourg, Malawi, Maldives, Mali, Mozambique, Nepal, Netherlands, Niger, Norway, Portugal, Rwanda.

Sao Tome and Principe, Sierra Leone, Singapore, Somalia, Spain, Sweden, Switzerland, Tanzania U.R., Togo, Tuvalu, Uganda, United Kingdom, Vanuatu, Western Samoa, Yemen.

Designated country construction material means a construction material that--

(1) Is wholly the growth, product, or manufacture of a designated country; or

(2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a designated country into a new and different construction material distinct from the materials from which it was transformed.

Domestic construction material means--

(1) An unmanufactured construction material mined or produced in the United States; or

(2) A construction material manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic.

Foreign construction material means a construction material other than a domestic construction material.

North American Free Trade Agreement country means Canada or Mexico.

North American Free Trade Agreement country construction material means a construction material that--

(1) Is wholly the growth, product, or manufacture of a North American Free Trade Agreement (NAFTA) country; or

(2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a NAFTA country into a new and different construction material distinct from the materials from which it was transformed.

United States means the 50 States and the District of Columbia, U.S. territories and possessions, Puerto Rico, the Northern Mariana Islands, and any other place subject to U.S. jurisdiction, but does not include leased bases.

(b) Construction materials. (1) This clause implements the Buy American Act (41 U.S.C. 10a-10d) and the Balance of Payments Program by providing a preference for domestic construction material. In addition, the Contracting Officer has determined that the Trade Agreements Act and the North American Free Trade Agreement (NAFTA)

apply to this acquisition. Therefore, the Buy American Act and Balance of Payments Program restrictions are waived for designated country and NAFTA country construction materials.

(2) The Contractor shall use only domestic, designated country, or NAFTA country construction material in performing this contract, except as provided in paragraphs (b)(3) and (b)(4) of this clause.

(3) The requirement in paragraph (b)(2) of this clause does not apply to the construction materials or components listed by the Government as follows: none

(4) The Contracting Officer may add other foreign construction material to the list in paragraph (b)(3) of this clause if the Government determines that--

(i) The cost of domestic construction material would be unreasonable. The cost of a particular domestic construction material subject to the restrictions of the Buy American Act is unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 percent. For determination of unreasonable cost under the Balance of Payments Program, the Contracting Officer will use a factor of 50 percent;

(ii) The application of the restriction of the Buy American Act or Balance of Payments Program to a particular construction material would be impracticable or inconsistent with the public interest; or

(iii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality.

(c) Request for determination of inapplicability of the Buy American Act or Balance of Payments Program. (1)(i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(4) of this clause shall include adequate information for Government evaluation of the request, including--

(A) A description of the foreign and domestic construction materials;

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

(G) Name and address of the proposed supplier; and

(H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(3) of this clause.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph (d) of this clause.

(iii) The price of construction material shall include all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate may be issued).

(iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.

(2) If the Government determines after contract award that an exception to the Buy American Act or Balance of Payments Program applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(4)(i) of this clause.

(3) Unless the Government determines that an exception to the Buy American Act or Balance of Payments Program applies, use of foreign construction material is noncompliant with the Buy American Act or Balance of Payments Program.

(d) Data. To permit evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the Contractor shall include the following information and any applicable supporting data based on the survey of suppliers:

Foreign and Domestic Construction Materials Price Comparison

Construction material description	Unit of measure	Quantity	Price (dollars) \1\
Item 1:			
Foreign construction material....
Domestic construction material...
Item 2:			
Foreign construction material....
Domestic construction material...

\1\ Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued).

List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.

Include other applicable supporting information.

(End of clause)

52.228-1 BID GUARANTEE (SEP 1996)

(a) Failure to furnish a bid guarantee in the proper form and amount, by the time set for opening of bids, may be cause for rejection of the bid.

(b) The bidder shall furnish a bid guarantee in the form of a firm commitment, e.g., bid bond supported by good and sufficient surety or sureties acceptable to the Government, postal money order, certified check, cashier's check, irrevocable letter of credit, or, under Treasury Department regulations, certain bonds or notes of the United States. The Contracting Officer will return bid guarantees, other than bid bonds, (1) to unsuccessful bidders as soon as practicable after the opening of bids, and (2) to the successful bidder upon execution of contractual documents and bonds (including any necessary coinsurance or reinsurance agreements), as required by the bid as accepted.-

(c) The amount of the bid guarantee shall be 20 percent of the bid price or \$3,000,000, whichever is less.-

(d) If the successful bidder, upon acceptance of its bid by the Government within the period specified for acceptance, fails to execute all contractual documents or furnish executed bond(s) within 10 days after receipt of the forms by the bidder, the Contracting Officer may terminate the contract for default.-

(e) In the event the contract is terminated for default, the bidder is liable for any cost of acquiring the work that exceeds the amount of its bid, and the bid guarantee is available to offset the difference.

52.232-27 PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS (JUN 1997)

Notwithstanding any other payment terms in this contract, the Government will make invoice payments and contract financing payments under the terms and conditions specified in this clause. Payment shall be considered as being made on the day a check is dated or the date of an electronic funds transfer. Definitions of pertinent terms are set forth in section 32.902 of the Federal Acquisition Regulation. All days referred to in this clause are calendar days, unless otherwise specified. (However, see subparagraph (a)(3) concerning payments due on Saturdays, Sundays, and legal holidays.)

(a) Invoice payments. (1) Types of invoice payments. For purposes of this clause, there are several types of invoice payments that may occur under this contract, as follows:

(i) Progress payments, if provided for elsewhere in this contract, based on Contracting Officer approval of the estimated amount and value of work or services performed, including payments for reaching milestones in any project:

(A) The due date for making such payments shall be 25 days after receipt of the payment request by the designated billing office. If the designated billing office fails to annotate the payment request with the actual date of receipt at the time of receipt, the payment due date shall be the 25th day after the date of the Contractor's payment request, provided a proper payment request is received and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(B) The due date for payment of any amounts retained by the Contracting Officer in accordance with the clause at 52.232-5, Payments Under Fixed-Price Construction Contracts, shall be as specified in the contract or, if not specified, 30 days after approval for release to the Contractor by the Contracting Officer.

(ii) Final payments based on completion and acceptance of all work and presentation of release of all claims against the Government arising by virtue of the contract, and payments for partial deliveries that have been accepted by the Government (e.g., each separate building, public work, or other division of the contract for which the price is stated separately in the contract):

(A) The due date for making such payments shall be either the 30th day after receipt by the designated billing office of a proper invoice from the Contractor, or the 30th day after Government acceptance of the work or services completed by the Contractor, whichever is later. If the designated billing office fails to annotate the invoice with the date of actual receipt at the time of receipt, the invoice payment due date shall be the 30th day after the date of the Contractor's invoice, provided a proper invoice is received and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(B) On a final invoice where the payment amount is subject to contract settlement actions (e.g., release of claims), acceptance shall be deemed to have occurred on the effective date of the contract settlement.

(2) Contractor's invoice. The Contractor shall prepare and submit invoices to the designated billing office specified in the contract. A proper invoice must include the items listed in subdivisions (a)(2)(i) through (a)(2)(ix) of this clause. If the invoice does not comply with these requirements, it shall be returned within 7 days after the date the designated billing office received the invoice, with a statement of the reasons why it is not a proper invoice. Untimely notification will be taken into account in computing any interest penalty owed the Contractor in the manner described in subparagraph (a)(4) of this clause.

(i) Name and address of the Contractor.

(ii) Invoice date. (The Contractor is encouraged to date invoices as close as possible to the date of mailing or transmission.)

(iii) Contract number or other authorization for work or services performed (including order number and contract line item number).

- (iv) Description of work or services performed.
 - (v) Delivery and payment terms (e.g., prompt payment discount terms).
 - (vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).
 - (vii) Name (where practicable), title, phone number, and mailing address of person to be notified in the event of a defective invoice.
 - (viii) For payments described in subdivision (a)(1)(i) of this clause, substantiation of the amounts requested and certification in accordance with the requirements of the clause at 52.232-5, Payments Under Fixed-Price Construction Contracts.
 - (ix) Any other information or documentation required by the contract.
 - (x) While not required, the Contractor is strongly encouraged to assign an identification number to each invoice.
- (3) Interest penalty. An interest penalty shall be paid automatically by the designated payment office, without request from the Contractor, if payment is not made by the due date and the conditions listed in subdivisions (a)(3)(i) through (a)(3)(iii) of this clause are met, if applicable. However, when the due date falls on a Saturday, Sunday, or legal holiday when Federal Government offices are closed and Government business is not expected to be conducted, payment may be made on the following business day without incurring a late payment interest penalty.
- (i) A proper invoice was received by the designated billing office.
 - (ii) A receiving report or other Government documentation authorizing payment was processed and there was no disagreement over quantity, quality, Contractor compliance with any contract term or condition, or requested progress payment amount.
 - (iii) In the case of a final invoice for any balance of funds due the Contractor for work or services performed, the amount was not subject to further contract settlement actions between the Government and the Contractor.
- (4) Computing penalty amount. The interest penalty shall be at the rate established by the Secretary of the Treasury under section 12 of the Contract Disputes Act of 1978 (41 U.S.C. 611) that is in effect on the day after the due date, except where the interest penalty is prescribed by other governmental authority (e.g., tariffs). This rate is referred to as the "Renegotiation Board Interest Rate," and it is published in the Federal Register semiannually on or about January 1 and July 1. The interest penalty shall accrue daily on the invoice principal payment amount approved by the Government until the payment date of such approved principal amount; and will be compounded in 30-day increments inclusive from the first day after the due date through the payment date. That is, interest accrued at the end of any 30-day period will be added to the approved invoice principal payment amount and will be subject to interest penalties if not paid in the succeeding 30-day period. If the designated billing office failed to notify the Contractor of a defective invoice within the periods prescribed in subparagraph (a)(2) of this clause, the due date on the corrected invoice will be adjusted by subtracting from such date the number of days taken beyond the prescribed notification of defects period. Any interest penalty owed the Contractor will be based on this adjusted due date. Adjustments will be made by the designated payment office for errors in calculating interest penalties.
- (i) For the sole purpose of computing an interest penalty that might be due the Contractor for payments described in subdivision (a)(1)(ii) of this clause, Government acceptance or approval shall be deemed to have occurred constructively on the 7th day after the Contractor has completed the work or services in accordance with the terms and conditions of the contract. In the event that actual acceptance or approval occurs within the constructive acceptance or approval period, the determination of an interest penalty shall be based on the actual date of acceptance or approval. Constructive acceptance or constructive approval requirements do not apply if there is a disagreement over quantity, quality, or Contractor compliance with a contract provision. These requirements also do not compel Government officials to accept work or services, approve Contractor estimates, perform contract

administration functions, or make payment prior to fulfilling their responsibilities.

(ii) The following periods of time will not be included in the determination of an interest penalty:

(A) The period taken to notify the Contractor of defects in invoices submitted to the Government, but this may not exceed 7 days.

(B) The period between the defects notice and resubmission of the corrected invoice by the Contractor.

(C) For incorrect electronic funds transfer (EFT) information, in accordance with the EFT clause of this contract.

(iii) Interest penalties will not continue to accrue after the filing of a claim for such penalties under the clause at 52.233-1, Disputes, or for more than 1 year. Interest penalties of less than \$1 need not be paid.

(iv) Interest penalties are not required on payment delays due to disagreement between the Government and the Contractor over the payment amount or other issues involving contract compliance, or on amounts temporarily withheld or retained in accordance with the terms of the contract. Claims involving disputes, and any interest that may be payable, will be resolved in accordance with the clause at 52.233-1, Disputes.

(5) Prompt payment discounts. An interest penalty also shall be paid automatically by the designated payment office, without request from the Contractor, if a discount for prompt payment is taken improperly. The interest penalty will be calculated on the amount of discount taken for the period beginning with the first day after the end of the discount period through the date when the Contractor is paid.

(6) Additional interest penalty. (i) If this contract was awarded on or after October 1, 1989, a penalty amount, calculated in accordance with subdivision (a)(6)(iii) of this clause, shall be paid in addition to the interest penalty amount if the Contractor--

(A) Is owed an interest penalty of \$1 or more;

(B) Is not paid the interest penalty within 10 days after the date the invoice amount is paid; and

(C) Makes a written demand to the designated payment office for additional penalty payment, in accordance with subdivision (a)(6)(ii) of this clause, postmarked not later than 40 days after the date the invoice amount is paid.

(ii)(A) Contractors shall support written demands for additional penalty payments with the following data. No additional data shall be required. Contractors shall--

(1) Specifically assert that late payment interest is due under a specific invoice, and request payment of all overdue late payment interest penalty and such additional penalty as may be required;

(2) Attach a copy of the invoice on which the unpaid late payment interest was due; and

(3) State that payment of the principal has been received, including the date of receipt.

(B) Demands must be postmarked on or before the 40th day after payment was made, except that--

(1) If the postmark is illegible or nonexistent, the demand must have been received and annotated with the date of receipt by the designated payment office on or before the 40th day after payment was made; or

(2) If the postmark is illegible or nonexistent and the designated payment office fails to make the required annotation, the demand's validity will be determined by the date the Contractor has placed on the demand; provided such date is no later than the 40th day after payment was made.

(iii)(A) The additional penalty shall be equal to 100 percent of any original late payment interest penalty, except--

(1) The additional penalty shall not exceed \$5,000;

(2) The additional penalty shall never be less than \$25; and

(3) No additional penalty is owed if the amount of the underlying interest penalty is less than \$1.

(B) If the interest penalty ceases to accrue in accordance with the limits stated in subdivision (a)(4)(iii) of this clause, the amount of the additional penalty shall be calculated on the amount of interest penalty that would have accrued in the absence of these limits, subject to the overall limits on the additional penalty specified in subdivision (a)(6)(iii)(A) of this clause.

(C) For determining the maximum and minimum additional penalties, the test shall be the interest penalty due on each separate payment made for each separate contract. The maximum and minimum additional penalty shall not be based upon individual invoices unless the invoices are paid separately. Where payments are consolidated for disbursing purposes, the maximum and minimum additional penalty determination shall be made separately for each contract therein.

(D) The additional penalty does not apply to payments regulated by other Government regulations (e.g., payments under utility contracts subject to tariffs and regulation).

(b) Contract financing payments. (1) Due dates for recurring financing payments. If this contract provides for contract financing, requests for payment shall be submitted to the designated billing office as specified in this contract or as directed by the Contracting Officer. Contract financing payments shall be made on the [insert day as prescribed by Agency head; if not prescribed, insert 30th day] day after receipt of a proper contract financing request by the designated billing office. In the event that an audit or other review of a specific financing request is required to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the due date specified.

(2) Due dates for other contract financing. For advance payments, loans, or other arrangements that do not involve recurring submissions of contract financing requests, payment shall be made in accordance with the corresponding contract terms or as directed by the Contracting Officer.

(3) Interest penalty not applicable. Contract financing payments shall not be assessed an interest penalty for payment delays.

(c) Subcontract clause requirements. The Contractor shall include in each subcontract for property or services (including a material supplier) for the purpose of performing this contract the following:

(1) Prompt payment for subcontractors. A payment clause that obligates the Contractor to pay the subcontractor for satisfactory performance under its subcontract not later than 7 days from receipt of payment out of such amounts as are paid to the Contractor under this contract.

(2) Interest for subcontractors. An interest penalty clause that obligates the Contractor to pay to the subcontractor an interest penalty for each payment not made in accordance with the payment clause--

(i) For the period beginning on the day after the required payment date and ending on the date on which payment of the amount due is made; and

(ii) Computed at the rate of interest established by the Secretary of the Treasury, and published in the Federal Register, for interest payments under section 12 of the Contract Disputes Act of 1978 (41 U.S.C. 611) in effect at the time the Contractor accrues the obligation to pay an interest penalty.

(3) Subcontractor clause flowdown. A clause requiring each subcontractor to include a payment clause and an interest penalty clause conforming to the standards set forth in subparagraphs (c)(1) and (c)(2) of this clause in each of its subcontracts, and to require each of its subcontractors to include such clauses in their subcontracts with each lower-tier subcontractor or supplier.

(d) Subcontract clause interpretation. The clauses required by paragraph (c) of this clause shall not be construed to impair the right of the Contractor or a subcontractor at any tier to negotiate, and to include in their subcontract, provisions that--

(1) Retainage permitted. Permit the Contractor or a subcontractor to retain (without cause) a specified percentage of each progress payment otherwise due to a subcontractor for satisfactory performance under the subcontract without incurring any obligation to pay a late payment interest penalty, in accordance with terms and conditions agreed to by the parties to the subcontract, giving such recognition as the parties deem appropriate to the ability of a subcontractor to furnish a performance bond and a payment bond;

(2) Withholding permitted. Permit the Contractor or subcontractor to make a determination that part or all of the subcontractor's request for payment may be withheld in accordance with the subcontract agreement; and

(3) Withholding requirements. Permit such withholding without incurring any obligation to pay a late payment penalty if--

(i) A notice conforming to the standards of paragraph (g) of this clause previously has been furnished to the subcontractor; and

(ii) A copy of any notice issued by a Contractor pursuant to subdivision (d)(3)(i) of this clause has been furnished to the Contracting Officer.

(e) Subcontractor withholding procedures. If a Contractor, after making a request for payment to the Government but before making a payment to a subcontractor for the subcontractor's performance covered by the payment request, discovers that all or a portion of the payment otherwise due such subcontractor is subject to withholding from the subcontractor in accordance with the subcontract agreement, then the Contractor shall--

(1) Subcontractor notice. Furnish to the subcontractor a notice conforming to the standards of paragraph (g) of this clause as soon as practicable upon ascertaining the cause giving rise to a withholding, but prior to the due date for subcontractor payment;

(2) Contracting Officer notice. Furnish to the Contracting Officer, as soon as practicable, a copy of the notice furnished to the subcontractor pursuant to subparagraph (e)(1) of this clause;

(3) Subcontractor progress payment reduction. Reduce the subcontractor's progress payment by an amount not to exceed the amount specified in the notice of withholding furnished under subparagraph (e)(1) of this clause;

(4) Subsequent subcontractor payment. Pay the subcontractor as soon as practicable after the correction of the identified subcontract performance deficiency, and--

(i) Make such payment within--

(A) Seven days after correction of the identified subcontract performance deficiency (unless the funds therefor must be recovered from the Government because of a reduction under subdivision (e)(5)(i)) of this clause; or

(B) Seven days after the Contractor recovers such funds from the Government; or

(ii) Incur an obligation to pay a late payment interest penalty computed at the rate of interest established by the Secretary of the Treasury, and published in the Federal Register, for interest payments under section 12 of the Contracts Disputes Act of 1978 (41 U.S.C. 611) in effect at the time the Contractor accrues the obligation to pay an interest penalty;

(5) Notice to Contracting Officer. Notify the Contracting Officer upon--

(i) Reduction of the amount of any subsequent certified application for payment; or

(ii) Payment to the subcontractor of any withheld amounts of a progress payment, specifying--

(A) The amounts withheld under subparagraph (e)(1) of this clause; and

(B) The dates that such withholding began and ended; and

(6) Interest to Government. Be obligated to pay to the Government an amount equal to interest on the withheld payments (computed in the manner provided in 31 U.S.C. 3903(c)(1)), from the 8th day after receipt of the withheld amounts from the Government until--

(i) The day the identified subcontractor performance deficiency is corrected; or

(ii) The date that any subsequent payment is reduced under subdivision (e)(5)(i) of this clause.

(f) Third-party deficiency reports. (1) Withholding from subcontractor. If a Contractor, after making payment to a first-tier subcontractor, receives from a supplier or subcontractor of the first-tier subcontractor (hereafter referred to as a "second-tier subcontractor") a written notice in accordance with section 2 of the Act of August 24, 1935 (40 U.S.C. 270b, Miller Act), asserting a deficiency in such first-tier subcontractor's performance under the contract for which the Contractor may be ultimately liable, and the Contractor determines that all or a portion of future payments otherwise due such first-tier subcontractor is subject to withholding in accordance with the subcontract agreement, the Contractor may, without incurring an obligation to pay an interest penalty under subparagraph (e)(6) of this clause--

(i) Furnish to the first-tier subcontractor a notice conforming to the standards of paragraph (g) of this clause as soon as practicable upon making such determination; and

(ii) Withhold from the first-tier subcontractor's next available progress payment or payments an amount not to exceed the amount specified in the notice of withholding furnished under subdivision (f)(1)(i) of this clause.

(2) Subsequent payment or interest charge. As soon as practicable, but not later than 7 days after receipt of satisfactory written notification that the identified subcontract performance deficiency has been corrected, the Contractor shall--

(i) Pay the amount withheld under subdivision (f)(1)(ii) of this clause to such first-tier subcontractor; or

(ii) Incur an obligation to pay a late payment interest penalty to such first-tier subcontractor computed at the rate of interest established by the Secretary of the Treasury, and published in the Federal Register, for interest payments under section 12 of the Contracts Disputes Act of 1978 (41 U.S.C. 611) in effect at the time the Contractor accrues the obligation to pay an interest penalty.

(g) Written notice of subcontractor withholding. A written notice of any withholding shall be issued to a subcontractor (with a copy to the Contracting Officer of any such notice issued by the Contractor), specifying--

(1) The amount to be withheld;

(2) The specific causes for the withholding under the terms of the subcontract; and

(3) The remedial actions to be taken by the subcontractor in order to receive payment of the amounts withheld.

(h) Subcontractor payment entitlement. The Contractor may not request payment from the Government of any amount withheld or retained in accordance with paragraph (d) of this clause until such time as the Contractor has determined and certified to the Contracting Officer that the subcontractor is entitled to the payment of such amount.

(i) Prime-subcontractor disputes. A dispute between the Contractor and subcontractor relating to the amount or entitlement of a subcontractor to a payment or a late payment interest penalty under a clause included in the

subcontract pursuant to paragraph (c) of this clause does not constitute a dispute to which the United States is a party. The United States may not be interpleaded in any judicial or administrative proceeding involving such a dispute.

(j) Preservation of prime-subcontractor rights. Except as provided in paragraph (i) of this clause, this clause shall not limit or impair any contractual, administrative, or judicial remedies otherwise available to the Contractor or a subcontractor in the event of a dispute involving late payment or nonpayment by the Contractor or deficient subcontract performance or nonperformance by a subcontractor.

(k) Non-recourse for prime contractor interest penalty. The Contractor's obligation to pay an interest penalty to a subcontractor pursuant to the clauses included in a subcontract under paragraph (c) of this clause shall not be construed to be an obligation of the United States for such interest penalty. A cost-reimbursement claim may not include any amount for reimbursement of such interest penalty.

52.232-34 PAYMENT BY ELECTRONIC FUNDS TRANSFER—OTHER THAN CENTRAL CONTRACTOR REGISTRATION (MAY 1999)

(a) Method of payment. (1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT) except as provided in paragraph (a)(2) of this clause. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either--

(i) Accept payment by check or some other mutually agreeable method of payment; or

(ii) Request the Government to extend payment due dates until such time as the Government makes payment by EFT (but see paragraph (d) of this clause).

(b) Mandatory submission of Contractor's EFT information. (1) The Contractor is required to provide the Government with the information required to make payment by EFT (see paragraph (j) of this clause). The Contractor shall provide this information directly to the office designated in this contract to receive that information (hereafter: "designated office") by *no later than 15 days prior to submission of the first request for payment*. If not otherwise specified in this contract, the payment office is the designated office for receipt of the Contractor's EFT information. If more than one designated office is named for the contract, the Contractor shall provide a separate notice to each office. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the designated office(s).

(2) If the Contractor provides EFT information applicable to multiple contracts, the Contractor shall specifically state the applicability of this EFT information in terms acceptable to the designated office. However, EFT information supplied to a designated office shall be applicable only to contracts that identify that designated office as the office to receive EFT information for that contract.

(c) Mechanisms for EFT payment. The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR part 210.

(d) Suspension of payment. (1) The Government is not required to make any payment under this contract until after receipt, by the designated office, of the correct EFT payment information from the Contractor. Until receipt of the correct EFT information, any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(2) If the EFT information changes after submission of correct EFT information, the Government shall begin using the changed EFT information no later than 30 days after its receipt by the designated office to the extent payment is

made by EFT. However, the Contractor may request that no further payments be made until the updated EFT information is implemented by the payment office. If such suspension would result in a late payment under the prompt payment terms of this contract, the Contractor's request for suspension shall extend the due date for payment by the number of days of the suspension.

(e) Liability for uncompleted or erroneous transfers. (1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for--

(i) Making a correct payment;

(ii) Paying any prompt payment penalty due; and

(iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and--

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or

(ii) If the funds remain under the control of the payment office, the Government shall not make payment and the provisions of paragraph (d) shall apply.

(f) EFT and prompt payment. A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(g) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall provide the EFT information required by paragraph (j) of this clause to the designated office, and shall be paid by EFT in accordance with the terms of this clause. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(h) Liability for change of EFT information by financial agent. The Government is not liable for errors resulting from changes to EFT information provided by the Contractor's financial agent.

(i) Payment information. The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address in the contract.

(j) EFT information. The Contractor shall provide the following information to the designated office. The Contractor may supply this data for this or multiple contracts (see paragraph (b) of this clause). The Contractor shall designate a single financial agent per contract capable of receiving and processing the EFT information using the EFT methods described in paragraph (c) of this clause.

(1) The contract number (or other procurement identification number).

- (2) The Contractor's name and remittance address, as stated in the contract(s).
- (3) The signature (manual or electronic, as appropriate), title, and telephone number of the Contractor official authorized to provide this information.
- (4) The name, address, and 9-digit Routing Transit Number of the Contractor's financial agent.
- (5) The Contractor's account number and the type of account (checking, saving, or lockbox).
- (6) If applicable, the Fedwire Transfer System telegraphic abbreviation of the Contractor's financial agent.
- (7) If applicable, the Contractor shall also provide the name, address, telegraphic abbreviation, and 9-digit Routing Transit Number of the correspondent financial institution receiving the wire transfer payment if the Contractor's financial agent is not directly on-line to the Fedwire Transfer System; and, therefore, not the receiver of the wire transfer payment.

(End of clause)

52.236-1 PERFORMANCE OF WORK BY THE CONTRACTOR (APR 1984)

The Contractor shall perform on the site, and with its own organization, work equivalent to at least **thirty-five (35%)** percent of the total amount of work to be performed under the contract. This percentage may be reduced by a supplemental agreement to this contract if, during performing the work, the Contractor requests a reduction and the Contracting Officer determines that the reduction would be to the advantage of the Government.

52.236-4 PHYSICAL DATA (APR 1984)

Data and information furnished or referred to below is for the Contractor's information. The Government shall not be responsible for any interpretation of or conclusion drawn from the data or information by the Contractor.

(a) The indications of physical conditions on the task order drawings and in the specifications are the result of on site investigations, soundings and inspection of existing navigation permits, pre-dredge sediment surveys and site inspection by the Government. Pre-dredge sediment data is available for the Contractor's review in the District Office, 1325 J Street, Sacramento, California.

(b) Condition of Channel: The width and depth of the existing river channels as to the date of the soundings will be shown on the task order drawings, and this information can only be considered as indicating the general conditions that existed at the time the surveys and soundings were made. The actual areas to be dredged within the limits of the sites shown on the drawings may vary depending upon the condition that exists at the initiation of dredging.

(c) Additional information, related to locations and conditions of survey control points and sounding datum is available for inspection and study at the Corps of Engineers, Valley Resident Office, West Sacramento, California.

(d) Weather conditions: The Contractor shall satisfy himself as to the hazards likely to arise from weather conditions. Complete weather records and reports may be obtained from any U.S. Weather Bureau Office.

52.243-7 NOTIFICATION OF CHANGES (APR 1984)

(a) Definitions. "Contracting Officer," as used in this clause, does not include any representative of the Contracting Officer. "Specifically authorized representative (SAR)," as used in this clause, means any person the Contracting

Officer has so designated by written notice (a copy of which shall be provided to the Contractor) which shall refer to this subparagraph and shall be issued to the designated representative before the SAR exercises such authority.

(b) Notice. The primary purpose of this clause is to obtain prompt reporting of Government conduct that the Contractor considers to constitute a change to this contract. Except for changes identified as such in writing and signed by the Contracting Officer, the Contractor shall notify the Administrative Contracting Officer in writing, within 14 calendar days from the date that the Contractor identifies any Government conduct (including actions, inactions, and written or oral communications) that the Contractor regards as a change to the contract terms and conditions. On the basis of the most accurate information available to the Contractor, the notice shall state--

- (1) The date, nature, and circumstances of the conduct regarded as a change;
- (2) The name, function, and activity of each Government individual and Contractor official or employee involved in or knowledgeable about such conduct;
- (3) The identification of any documents and the substance of any oral communication involved in such conduct;
- (4) In the instance of alleged acceleration of scheduled performance or delivery, the basis upon which it arose;
- (5) The particular elements of contract performance for which the Contractor may seek an equitable adjustment under this clause, including--
 - (i) What contract line items have been or may be affected by the alleged change;
 - (ii) What labor or materials or both have been or may be added, deleted, or wasted by the alleged change;
 - (iii) To the extent practicable, what delay and disruption in the manner and sequence of performance and effect on continued performance have been or may be caused by the alleged change;
 - (iv) What adjustments to contract price, delivery schedule, and other provisions affected by the alleged change are estimated; and
- (6) The Contractor's estimate of the time by which the Government must respond to the Contractor's notice to minimize cost, delay or disruption of performance.

(c) Continued performance. Following submission of the notice required by (b) above, the Contractor shall diligently continue performance of this contract to the maximum extent possible in accordance with its terms and conditions as construed by the Contractor, unless the notice reports a direction of the Contracting Officer or a communication from a SAR of the Contracting Officer, in either of which events the Contractor shall continue performance; provided, however, that if the Contractor regards the direction or communication as a change as described in (b) above, notice shall be given in the manner provided. All directions, communications, interpretations, orders and similar actions of the SAR shall be reduced to writing and copies furnished to the Contractor and to the Contracting Officer. The Contracting Officer shall countermand any action which exceeds the authority of the SAR.

(d) Government response. The Contracting Officer shall promptly, within 14 calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer shall either--

- (1) Confirm that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance;
- (2) Countermand any communication regarded as a change;
- (3) Deny that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance; or

(4) In the event the Contractor's notice information is inadequate to make a decision under (1), (2), or (3) above, advise the Contractor what additional information is required, and establish the date by which it should be furnished and the date thereafter by which the Government will respond.

(e) Equitable adjustments.

(1) If the Contracting Officer confirms that Government conduct effected a change as alleged by the Contractor, and the conduct causes an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the work under this contract, whether changed or not changed by such conduct, an equitable adjustment shall be made--

(i) In the contract price or delivery schedule or both; and

(ii) In such other provisions of the contract as may be affected.

(2) The contract shall be modified in writing accordingly. In the case of drawings, designs or specifications which are defective and for which the Government is responsible, the equitable adjustment shall include the cost and time extension for delay reasonably incurred by the Contractor in attempting to comply with the defective drawings, designs or specifications before the Contractor identified, or reasonably should have identified, such defect. When the cost of property made obsolete or excess as a result of a change confirmed by the Contracting Officer under this clause is included in the equitable adjustment, the Contracting Officer shall have the right to prescribe the manner of disposition of the property. The equitable adjustment shall not include increased costs or time extensions for delay resulting from the Contractor's failure to provide notice or to continue performance as provided, respectively, in (b) and (c) above.

52.244-2 SUBCONTRACTS (AUG 1998)

(a) Definitions. As used in this clause--

Approved purchasing system means a Contractor's purchasing system that has been reviewed and approved in accordance with Part 44 of the Federal Acquisition Regulation (FAR).

Consent to subcontract means the Contracting Officer's written consent for the Contractor to enter into a particular subcontract.

Subcontract means any contract, as defined in FAR Subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(b) This clause does not apply to subcontracts for special test equipment when the contract contains the clause at FAR 52.245-18, Special Test Equipment.

(c) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (d) or (e) of this clause.

(d) If the Contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that--

(1) Is of the cost-reimbursement, time-and-materials, or labor-hour type; or

(2) Is fixed-price and exceeds--

(i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of the contract; or

(ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold or 5 percent of the total estimated cost of the contract.

(e) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts:

None

(f)(1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (c), (d), or (e) of this clause, including the following information:

(i) A description of the supplies or services to be subcontracted.

(ii) Identification of the type of subcontract to be used.

(iii) Identification of the proposed subcontractor.

(iv) The proposed subcontract price.

(v) The subcontractor's current, complete, and accurate cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.

(vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.

(vii) A negotiation memorandum reflecting--

(A) The principal elements of the subcontract price negotiations;

(B) The most significant considerations controlling establishment of initial or revised prices;

(C) The reason cost or pricing data were or were not required;

(D) The extent, if any, to which the Contractor did not rely on the subcontractor's cost or pricing data in determining the price objective and in negotiating the final price;

(E) The extent to which it was recognized in the negotiation that the subcontractor's cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;

(F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and

(G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.

(2) The Contractor is not required to notify the Contracting Officer in advance of entering into any subcontract for which consent is not required under paragraph (c), (d), or (e) of this clause.

(g) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination--

(1) Of the acceptability of any subcontract terms or conditions;

(2) Of the allowability of any cost under this contract; or

(3) To relieve the Contractor of any responsibility for performing this contract.

(h) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).

(i) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.

(j) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.

(k) Paragraphs (d) and (f) of this clause do not apply to the following subcontracts, which were evaluated during negotiations:

None

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/References/References.html>

52.252-4 ALTERATIONS IN CONTRACT (APR 1984)

Portions of this contract are altered as follows:

None

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any **Department of Defense FAR Supplement** (48 CFR **Chapter 2**) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

252.236-7001 CONTRACT DRAWINGS, MAPS, AND SPECIFICATIONS. (DEC 1991)

(a) The Government--

(1) Will provide the Contractor, without charge, one set of large-scale contract drawings and specifications except publications incorporated into the technical provisions by reference;

(2) Will furnish additional sets on request, for the cost of reproduction; and

(3) May, at its option, furnish the Contractor one set of reproducible, half-size drawings or ARCHIVE C-D, in lieu of the drawings in paragraph (a)(1) of this clause.

(b) The Contractor shall--

(1) Check all drawings furnished immediately upon receipt;

(2) Compare all drawings and verify the figures before laying out the work;

(3) Promptly notify the Contracting Officer of any discrepancies; and

(4) Be responsible for any errors which might have been avoided by complying with this paragraph (b).

(c) Large scale drawings shall, in general, govern small scale drawings. Figures marked on drawings shall, in general, be followed in preference to scale measurements.

(d) Omissions from the drawings or specifications or the misdescription of details of work which are manifestly necessary to carry out the intent of the drawings and specifications, or which are customarily performed, shall not relieve the Contractor from performing such omitted or misdescribed details of the work, but shall be performed as if fully and correctly set forth and described in the drawings and specifications.

(e) The work shall conform to the specifications and the contract drawings identified on the following index of drawings:

Drawing File No. 51-06-1299

<u>Description</u>	<u>Sheet No.</u>	<u>Rev No.</u>
Title Page, Vicinity Map, and Location Map	1	
Schedule of Drawings, Stockton Deep Water Ship Channel Disposal Sites	2	
Sacramento Deep Water Ship Channel Disposal Sites	3	
Stockton Deep Water Ship Channel, Cross Sections and Details	4	
Stockton and Sacramento Deep Water Ship Channels, Cross Sections and Details	5	

STANDARD DRAWINGS

(Attached to SPECIFICATION SECTION: TEMPORARY CONSTRUCTION FACILITIES)

Hard Hat Sign 80-25-774

252.236-7004 PAYMENT FOR MOBILIZATION AND DEMOBILIZATION. (DEC 1991)

(a) The Government will pay all costs for the mobilization and demobilization of all of the Contractor's plant and equipment at the contract lump sum price for this item.

(1) ~~Sixty~~ (60) percent of the lump sum price upon completion of the contractor's mobilization at the work site.

(2) The remaining **forty (40)** percent upon completion of demobilization.

(b) The Contracting Officer may require the Contractor to furnish cost data to justify this portion of the bid if the Contracting Officer believes that the percentages in paragraphs (a) (1) and (2) of this clause do not bear a reasonable relation to the cost of the work in this contract.

(1) Failure to justify such price to the satisfaction of the Contracting Officer will result in payment, as determined by the Contracting Officer, of --

(i) Actual mobilization costs at completion of mobilization;

(ii) Actual demobilization costs at completion of demobilization; and

(iii) The remainder of this item in the final payment under this contract.

(2) The Contracting Officer's determination of the actual costs in paragraph (b)(1) of this clause is not subject to appeal.

SECTION 00800 Special Contract Requirements

EFARS 52.231-5000

**EQUIPMENT OWNERSHIP AND OPERATING EXPENSE
SCHEDULE (MAR 1995)—EFARS**

(a) This statement shall become operative only for negotiated contracts where cost or pricing data is requested, and for modifications to sealed bid or negotiated contracts where cost or pricing data is requested. This clause does not apply to terminations. See 52.249-5000, Basis for Settlement of Proposals, and FAR Part 49.

(b) Allowable cost for CONSTRUCTION and marine plant and equipment in sound workable condition owned or controlled and furnished by a contractor or subcontractor at any tier shall be based on actual cost data for each piece of equipment or groups of similar serial and series for which the Government can determine both ownership and operating costs from the contractor's accounting records. When both ownership and operating costs cannot be determined for any piece of equipment or groups of similar serial or series equipment from the contractor's accounting records, costs for that equipment shall be based upon the applicable provisions of EP 1110-1-8, CONSTRUCTION Equipment Ownership and Operating Expense Schedule, Region VII. Working conditions shall be considered to be average for determining equipment rates using the schedule unless specified otherwise by the contracting officer. For equipment not included in the schedule, rates for comparable pieces of equipment may be used or a rate may be developed using the formula provided in the schedule. For forward pricing, the schedule in effect at the time of negotiations shall apply. For retroactive pricing, the schedule in effect at the time the work was performed shall apply.

(c) Equipment rental costs are allowable, subject to the provisions of FAR 31.105(d)(ii) and FAR 31.205-36. Rates for equipment rented from an organization under common control, lease-purchase arrangements, and sale-leaseback arrangements, will be determined using the schedule, except that actual rates will be used for equipment leased from an organization under common control that has an established practice of leasing the same or similar equipment to unaffiliated lessees.

(d) When actual equipment costs are proposed and the total amount of the pricing action exceeds the small purchase threshold, the contracting officer shall request the contractor to submit either certified cost or pricing data, or partial/limited data, as appropriate. The data shall be submitted on Standard Form 1411, Contract Pricing Proposal Cover Sheet.

NOTE 1: EP 1110-1-8 is available on the Internet at the following location:
<http://www.usace.army.mil/inet/usace-docs/eng-pamphlets/ep.htm>.

NOTE 2: Standard Form 1411 is no longer a current form. The Contracting Officer may require submission of cost or pricing data in the format indicated in Table 15-2 of FAR 15.408, specify an alternative format, or permit submission in the contractor's format. Information other than cost or pricing data may be submitted in the contractor's own format unless the use of a specific format is prescribed elsewhere in this contract.

EFARS 52.232-5001

CONTINUING CONTRACTS (MAR 1995)

(a) This is a continuing contract, as authorized by Section 10 of the River and Harbor Act of September 22, 1922 (33 U.S. Code 621). The payment of some portion of the contract price is dependent upon reservations of funds from future appropriations and from future contribution to the project having one or more non-federal project sponsors. The responsibilities of the

Government are limited by this clause notwithstanding any contrary provision of the "Payments to Contractor" clause or any other clause of this contract.

(b) The sum of \$800,000 has been reserved for this contract and is available for payments to the contractor during the current fiscal year. It is expected that Congress will make appropriations for future fiscal years from which additional funds together with funds provided by one or more non-federal project sponsors will be reserved for this contract.

(c) Failure to make payments in excess of the amount currently reserved, or that may be reserved from time to time, shall not entitle the contractor to a price adjustment under the terms of this contract except as specifically provided in paragraphs (f) and (i) below. No such failure shall constitute a breach of this contract, except that this provision shall not bar a breach-of-contract action if an amount finally determined to be due as a termination allowance remains unpaid for one year due solely to a failure to reserve sufficient additional funds therefore.

(d) The Government may at any time reserve additional funds for payments under the contract if there are funds available for such purpose. The contracting officer will promptly notify the contractor of any additional funds reserved for the contract by issuing an administrative modification to the contract.

(e) If earnings will be such that funds reserved for the contract will be exhausted before the end of any fiscal year, the contractor shall give written notice to the contracting officer of the estimated date of exhaustion and the amount of additional funds which will be needed to meet payments due or to become due under the contract during that fiscal year. This notice shall be given not less than 45 nor more than 60 days prior to the estimated date of exhaustion.

(f) No payments will be made after exhaustion of funds except to the extent that additional funds are reserved for the contract. The contractor shall be entitled to simple interest on any payment that the contracting officer determines was actually earned under the terms of the contract and would have been made except for exhaustion of funds. Interest shall be computed from the time such payment would otherwise have been made until actually or constructively made, and shall be at the rate established by the Secretary of the Treasury pursuant to Public Law 92-41, 85 STAT 97, as in effect on the first day of the delay in such payment.

(g) Any suspension, delay, or interruption of work arising from exhaustion or anticipated exhaustion of funds shall not constitute a breach of this contract and shall not entitle the contractor to any price adjustment under the "Suspension of Work" clause or in any other manner under this contract.

(h) An equitable adjustment in performance time shall be made for any increase in the time required for performance of any part of the work arising from exhaustion of funds or the reasonable anticipation of exhaustion of funds.

(i) If, upon the expiration of sixty (60) days after the beginning of the fiscal year following an exhaustion of funds, the Government has failed to reserve sufficient additional funds to cover payments otherwise due, the contractor, by written notice delivered to the contracting officer at any time before such additional funds are reserved, may elect to treat his right to proceed with the work as having been terminated. Such a termination shall be considered a termination for the convenience of the Government.

(j) If at any time it becomes apparent that the funds reserved for any fiscal year are in excess of the funds required to meet all payments due or to become due the contractor because of work performed and to be performed under the contract during the fiscal year, the Government reserves the right,

after notice to the contractor, to reduce said reservation by the amount of such excess.

**EFARS 52.236-5000 PLANT AND MATERIAL REMOVAL AFTER CONTRACT
TERMINATION (MAR 1995)**

Should this contract be terminated as provided in clause EFARS 52.232-5001 because of the failure of Congress to provide additional funds for its completion, the contractor may be permitted to remove plant and material on which payments for preparatory work have been made, subject to an equitable deduction from the amounts due the contractor to reimburse the United States for the unabsorbed value of such plant and material.

EFARS 52.249-5000 BASIS FOR SETTLEMENT OF PROPOSALS (DEC 1995)

Actual costs will be used to determine equipment costs for a settlement proposal submitted on the total cost basis under FAR 49.206-2(b). In evaluating a termination settlement proposal using the total cost basis, the following principles will be applied to determine allowable equipment costs:

- (1) Actual costs for each piece of equipment or groups of similar serial or series equipment need not be available in the Contractor's accounting records to determine total actual equipment costs.
- (2) If equipment costs have been allocated to a contract using predetermined rates, those charges will be adjusted to actual costs.
- (3) Recorded job costs adjusted for unallowable expenses will be used to determine equipment operating expenses.
- (4) Ownership costs (depreciation) will be determined using the Contractor's depreciation schedule (subject to the provisions of FAR 31.205-11).
- (5) License, taxes, storage and insurance costs are normally recovered as an indirect expense and unless the Contractor charges these costs directly to contracts, they will be recovered through the indirect expense rate.

52.0211-4582 CONTRACT PERFORMANCE PERIOD (AUG 1998)

(a) The total duration of this contract shall not exceed a period of one year.

Base Year -- Date of Award to 31 May 2001
First Option Year - 1 June 2001 to 31 May 2002
Second Option Year - 1 June 2002 to 31 May 2003

(b) Expected Environmental Window for Performance:
The period in which dredging may be performed is shown in the table below. The period is based on environmental considerations and may be subject to possible extensions to 31 December on a case by case basis. The Government does not intend to request such an extension unless the Contractor is currently dredging under a task order.

SHIP CHANNEL	DREDGING WINDOW
Stockton	1 July - 30 November
Sacramento	1 July - 30 November

(c) The performance period on individual task orders will proceed in accordance with the Schedule below. A task order will not be issued if the number of days remaining to complete the dredging, based on the formula in the box below, plus a 25 day allowance for mobilization, will result in a completion time extending past 30 November. Similarly, a multiple task order will not be issued if the sum of the days computed to perform the additional dredging will exceed the 30 November completion date unless the Government secures a time extension from the resource agencies. In computing the performance time under a multiple task order, no additional mobilization time will be allowed if the contractor is working under a previously issued task order except for incremental mobilization.

<u>PERFORMANCE SCHEDULE:</u>	<u>Calendar Days After</u>
<u>Description</u>	<u>Date of Receipt of</u>
	<u>Notice to Proceed</u>
(1) Completion of Mobilization	25 days
(1a) Incremental Mobilization	3 days
(2) Completion of Dredging	*(see box below)
(3) Completion of Demobilization	25 days after completion of all dredging

<p>* <i>Completion of Dredging (number of days, rounded up to next whole day) = $Q/6500 + 3*N$</i></p>

Completion date for dredging shall be determined by the above formula where:

Q=total cubic yards of dredging paid for under an individual task order. Average daily production rate is 6500 cubic yards, 3 days per incremental mobilization, and N=the number of incremental mobilizations*

** Actual daily production rates may be higher than the minimum value stated, provided that water quality requirements are not exceeded.*

Example: Three dredging reaches with 100,000 cubic yards each with two incremental mobilizations on one or more task orders.

Mobilization = 25 days

Completion of dredging 300,000 cubic yards / 6500 cy per day = 46 days
+ 2 incremental mobilizations X 3 days each = 6 days

Demobilization = 25 days

Total time after notice to proceed 25 + 46 + 6 + 25 = 102 days

(d) Task order(s) may be issued for non-scheduled maintenance dredging such as Emergency Dredging. Under Emergency Dredging, the Government may request the urgent delivery of goods or services outside the expected environmental window for dredging (maximum window is 31 December). If the Contractor, who is not obligated to perform work outside the dredging window, will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.

52.0211-4851 SPECIAL CONSTRUCTION PROCEDURES (OCT 1992)

(a) Air Quality Permits: Acquiring the necessary air quality permits can be a complex and lengthy process. The Contractor must be able to secure the necessary permits within the mobilization periods provided in the Performance Schedule. This may require the processing of permit applications by the Air Pollution Control District on an expedited basis which may entail additional cost to the contractor.

52.0215-4101 ALTERNATE STRUCTURED APPROACH TO WEIGHTED GUIDELINE METHOD FOR CONSTRUCTION CONTRACTS (EFARS 15.973-100) (MAY 1995)

The following alternate structured approach shall be used for all fixed-price construction contract actions.

<u>Factor</u>	<u>Rate</u>	<u>Weight</u>	<u>Value</u>
Degree of risk	20		
Relative difficulty of work	15		
Size of job	15		
Period of performance	15		
Contractor's investment	5		
Assistance by Government	5		
Subcontracting	25		
Total	100%		

Based on the circumstances of the procurement action, each of the above factors shall be weighted from .03 to .12 as indicated below. "Value shall be obtained by multiplying the rate by the weight. The Value column when totaled indicates the fair and reasonable profit percentage under the circumstances of the particular procurement. The profit percentage should be multiplied by the total contract costs, including general and administrative costs.

(1) Degree of risk. Where the work involves no risk or the degree of risk is very small, the weighting should be .03; as the degree of risk increases, the weighting should be increased up to a maximum of .12. Lump sum items shall generally have a higher weight than unit price items; other things to consider include the nature of the work and where it is to be performed. Consider the portion of the work to be done by subcontractors, amount and type of labor included in costs, whether the negotiation is before or after performance of the work, etc. Modifications settled before the fact have much greater risk than those settled after the fact. A weight of .03 is appropriate for after the fact equitable adjustments and/or settlements.

(2) Relative Difficulty of Work: If the work is difficult and complex, the weight should be .12 and should be proportionately reduced to .03 on the simplest of jobs. This factor is tied in to some extent with the degree of risk. Some other things to consider are the nature of the work, by whom it is to be done (i.e., subcontractors, consultants), what is the time schedule.

(3) Size of Job. Work of \$100,000 or less shall be weighted at .12. Work estimated between \$100,000 and \$5,000,000 shall be proportionately weighted from .12 to .05. Work from \$5,000,000 to \$10,000,000 shall be weighted at .04. Work in excess of \$10,000,000 shall be weighted at .03. It should be noted that control of fixed expenses generally improves with increased job magnitude.

(4) Period of Performance. Work not to exceed one month is to be proportionately weighted at .03. Work in excess of 24 months is to be weighted at .12. Durations between one month and 24 months are to be proportionately weighted between .03 and .12. (5) Contractor's Investment. To be weighted from .03 to .12 on the basis of below average, average and above average. Things to consider include amount of subcontracting, Government-furnished property or data such as surveys, soil tests, method of making progress payments, and any mobilization payment items.

(6) Assistance by Government. To be weighted from .12 to .03 on the basis of average to above average. Consider use of Government-owned property, equipment and facilities, and expediting assistance.

(7) Subcontracting. To be weighted inversely proportional to the amount of subcontracting. Where 80% or more of the work is to be subcontracted use .03. The weighting should be increased proportionately to .12 where all the work is performed by the contractor's own forces.

52.0216-4820**INDEFINITE-DELIVERY CONTRACTS (OCT 1995)**

(a) This contract is an indefinite-delivery, indefinite-quantity (IDIQ) contract. All work shall be performed through issuance of task orders. The Contractor shall perform no work under this contract unless a written task order, signed by the Contracting Officer, has been issued by the Government. The Contractor shall complete all work described in the scope of work for each task order within the performance period of each task order. A Corps of Engineers, Sacramento District, Contracting Officer is the only person authorized to issue task orders against this contract. Task Orders may be issued via FACSIMILE, with hard copy of the task order to follow. The effective date of the task order, if FACSIMILE is used, is the date the Government enters the task order into the FACSIMILE machine and received confirmation from the Government's FACSIMILE machine that it was transmitted.

(b) Each task order will be issued on a firm, fixed-price basis based upon the unit prices (cost elements) in the basic contract's Pricing Schedule, Section 00010; the number of work units and/or quantity will be negotiated for each task order. The Government shall provide a scope of work for each task order. The Contractor shall furnish a cost/price proposal to the Government based upon the scope of work and the prices in the contract Pricing Schedule, Section 00010. The Contractor shall submit a cost/price proposal within 3 calendar days for the initial task order on the contract and within 1 calendar day if any emergency dredging task orders are issued. The initial task order is expected to be issued immediately after contract award.

(c) The base year contract period has a guaranteed minimum amount of \$60,000 which is the lesser of 2% of the stated contract total estimated price OR \$500,000. The first option year, if the Government exercises the option, will have a guaranteed minimum amount of \$30,000 which is 1% of the stated option period's not to exceed amount. The second option year, if the Government exercises the option, will have a guaranteed minimum amount of \$30,000 which is 1% of the stated option period's not to exceed amount. The guaranteed minimum amount is all that the Government obligates on the contract, either for the base year contract period or an option period (if the Government elects to exercise the option periods). All other funds are obligated on individual task orders.

(d) In the event of any inconsistency between the contract and any task order, the terms and conditions of the contract shall control.

(e) In addition, Task order(s) may be issued for non-scheduled maintenance dredging such as Emergency Dredging. Under Emergency Dredging,

the Government may request the urgent delivery of goods or services outside the expected environmental window for dredging (maximum window is 31 December). If the Contractor, who is not obligated to perform work outside the dredging window, will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.

52.0217-4501**OPTION TO EXTEND THE TERM OF THE CONTRACT
(OPTION YEARS) (APR 1995)**

(a) At the discretion of the Government the option years may be exercised and the term of this contract extended. The exercise of the option will be by written notice (modification, SF30) to the Contractor prior to the end of the performance period. If the Government exercises this option, the extended contract shall be considered to include this option provision.

(b) The total duration of this contract, including the exercise of any options years under this clause, shall not exceed 3 years.

52.0219-4509**SUBCONTRACTING WITH SMALL, SMALL DISADVANTAGED
AND WOMEN-OWNED SMALL BUSINESSES (OCT 1999)**

Contractors are cautioned that failure of any Contractor to comply in good faith with the Contract Clauses titled (1) Utilization of Small Business Concerns or (2) Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan, when applicable, will be a material breach of contract. In order to assist contractors in developing a source list of small, small disadvantaged and/or women-owned small business concerns you are encouraged to contact your minority contractor associates, the local Minority Business Development Agency and the appropriate General Business Service Centers in your Standard Metropolitan Statistical Area. Contractors may obtain addresses of these sources from:

Write: US Army Engineer District, Sacramento
ATTN: Contracting Division, Deputy for Small Business
1325 J Street, 9th Floor
Sacramento, California 95814-2922

Or Contact: Mr. John Szabo
Deputy for Small Business
Telephone: (916) 557-5202

52.0223-4803**HAZARDOUS MATERIALS DELIVERED UNDER THIS
CONTRACT (MAY 1993)**

(a) If any hazardous materials will be delivered under this contract (see Section 00600, FAR 52.223-3, and DFARS 252.223-7001), the Material Safety Data Sheets (MSDS) for locally purchased, nonstandard stock hazardous material will be submitted to the Corps of Engineers Contracting Officer or Contracting Officer's Representative. For all other materials, the MSDS will also be submitted to U.S. Army Environmental Hygiene Agency, ATTN: HSE-OI, Aberdeen Proving Grounds MD 21010.

(b) Hazardous material is defined in Federal Standard No. 313, sold by the General Services Administration Specifications Unit (3FBP-W), 7th & D Streets, SW, Washington DC 20407.

52.0228-4502**MINIMUM INSURANCE REQUIRED (MAY 1993)**

The contract clause, FAR 52.228-5, applies to this contract even if the work or any portion of the work is not performed on a Government installation. In accordance with FAR 52.228-5 and FAR 28.307-2, the contractor shall procure and thereafter maintain during the entire period of this performance under this contract the following minimum insurance.

TYPE	AMOUNT
Worker's Compensation and Employer's Liability	Comply with Federal and State worker's comp and occupational disease statutes. Employer's liability of at least \$100,000
General Liability (Comprehensive)	Bodily injury liability of at least \$500,000 per occurrence.
Automobile Liability (Comprehensive): Bodily Injury & Property Damage	At least \$200,000 per person and \$500,000 per occurrence. At least \$20,000 per occurrence.
Longshoremen's and Harbor Worker's Compensation (When applicable by location of contract performance)	Coverage complying with applicable Federal statute (33 USC 901 et seq).

52.0232-4501 INVOICES (AUG 1991)

The Government shall pay the Contractor upon submission of proper invoices for supplies delivered and accepted or services rendered and accepted for the portion of work actually performed under this contract. Invoices will be submitted in quadruplicate to the address in Block 26, SF1442, which will be completed at time of award. Invoices shall be submitted on ENG Form 93 which will be provided to the Contractor by the Government

52.0236-4584 CONTRACTOR-PROVIDED UTILITIES (APR 1992)

All utilities used in the performance of the work shall be furnished and paid for by the Contractor. The Contractor, at the Contractor's expense, and in a workmanlike manner satisfactory to the Contracting Officer, shall install and maintain all necessary temporary connections and distribution lines and the Contractor shall remove the same prior to final acceptance of the construction.

52.0236-4801 SALVAGE AND SCRAP GOVERNMENT PROPERTY (OCT 1993)

(a) "Government property" means all property owned by or leased to the Government or acquired by the Government under the terms of the contract. It includes both Government-furnished property and contractor-acquired property.

(b) "Salvage" means Government property in possession of a contractor, including subcontractors, that, because of its worn, damaged, deteriorated, or incomplete condition or specialized nature, has no reasonable prospect of

sale or use as serviceable property without major repairs, but has some value in excess of its scrap value.

(c) "Scrap" means Government personal property that has no value except for its basic material content.

(d) In accordance with FAR 45.505-8 the Contractor shall maintain records of all scrap and salvage generated from this contract. The Contractor's records shall contain the following information:

(1) Contract Number

(2) Description of salvageable items or classification (material content) of scrap

(3) Quantity on hand

(e) The Contractor shall provide final accounting and disposition recommendations of all Government property not consumed in performing this contract or delivered to the Government including salvage and scrap. The Government will review the Contractor's records and shall cause correction if the Government disagrees with the classification of items as salvage or scrap. The Contractor shall dispose of the items as directed by the Contracting Officer. Items designated as scrap (agreed to by the Contracting Officer) shall be retained by the Contractor; its disposition shall be the responsibility of the Contractor. See Specification Section 01505, paragraph entitled "Scrap Material". Items designated as salvageable items (agreed to by the Contracting Officer) shall be turned over to the Government.

52.0236-4900

HARBOR MAINTENANCE FEE (SEP 1995)

Offerors or bidders contemplating use of U.S. ports in the performance of the contract are subject to paying a harbor maintenance fee on cargo. Federal law establishes an ad valorem port use fee on commercial cargo imported into or exported from various U.S. ports. The fee is 0.125 percent (.00125). Cargo to be used in performing work under contracts with the U.S. Government is not exempt from the fee, although certain exemptions do exist. Offerors and bidders are responsible for ensuring that the applicable fee and associated costs are taken into consideration in the preparation of their offer or bid. Failure to pay the harbor maintenance fee may result in assessment of penalties by the Customs Service.

The statute is at Title 26 U.S. Code sections 4461 and 4462. Department of Treasury Customs Service regulations implementing the statute, including a list of ports subject to the fee, are found at 19 CFR Section 24.24., Harbor Maintenance Fee. Additional information may be obtained from local U.S. Customs Service Offices or by writing to the Director, Budget Division, Office of Finance, Room 6328, U.S. Customs Service, 1301 Constitution Avenue, N.W., Washington, D.C. 20229.

52.0239-4001 **1998)**

YEAR 2000 COMPLIANCE (Y2K) - CONSTRUCTION CONTRACTS (JUL

(a) In accordance with FAR 39.106, the Contractor shall ensure that with respect to any design, construction, goods, or services under this contract as well as any subsequent task/delivery orders issued under this contract (if applicable), all information technology contained therein shall be Year 2000 compliant. Specifically the Contractor shall:

(1) Perform, maintain, and provide an inventory of all major components to include structures, equipment, items, parts, and furnishings under this contract and each task/delivery order which may be affected by the Year 2000 compliance requirement.

(2) Indicate whether each component is currently Year 2000 compliant or requires an upgrade for compliance prior to Government acceptance.

(3) For any architect-engineering or design work included in this contract, the contractor shall insure that the hardware, firmware, software, and information technology systems separately or in combination with each other or other elements specified in the documents developed under this contract shall be year 2000 compliant in accordance with FAR 39.106.

ATTACHMENTS

ATTACHMENTS

1. SUBMISSION OF EFT INFORMATION TO THE PAYMENT OFFICE

The Payment Office for this contract will be the USACE Finance Center (UFC) in Millington, Tennessee. Payments under this contract will be made by Electronic Funds Transfer (EFT).

The Direct Deposit Authorization Form (UFC-DISB-4) necessary for the UFC to make an Electronic Funds Transfer to your account and instructions for completing this form are attached. In accordance with FAR 52.232-34, Payment by Electronic Funds Transfer~~B~~Other than Central Contractor Registration (see Section 00700), this form must be completed by the successful contractor and forwarded to the Payment Office at the following address: USACE Finance Center, ATTN: CEFC-AD (Attn: Lee Autry), 5720 Integrity Drive, Millington, TN 38054-5005. This form is available at the following website: www.fc.usace.army.mil. If you download this form, please be sure to add the Installation EROC code of AL2" for Sacramento District.

Further information regarding Electronic Funds Transfer is available at the following website: www.fms.treas.gov/eft/208agency.html.

2. PREAWARD SURVEY - SEE SECTION 00100, 52.0209-4501. THE PREAWARD SURVEY IS ATTACHED FOR INFORMATION PURPOSES ONLY; IT WILL BE REQUIRED ONLY FROM THE LOW BIDDER AFTER BID OPENING IF THE LOW BIDDER HAS NOT HAD A CONTRACT WITH THE SACRAMENTO DISTRICT, CORPS OF ENGINEERS, IN THE LAST TWELVE-MONTH PERIOD. IT IS NOT REQUIRED AS PART OF THE BID PACKAGE.
3. SAMPLE SUBCONTRACTING PLAN - SEE SECTION 00100, 52.0219-4581; SECTION 00700, FAR 52.219-9, AND SECTION 00800 52.0219-4509. THE SAMPLE SUBCONTRACTING PLAN IS ATTACHED FOR INFORMATION PURPOSES ONLY. A SUBCONTRACTING PLAN WILL BE REQUIRED ONLY FROM THE LOW BIDDER IF THE LOW BIDDER IS A LARGE BUSINESS AND THE LOW BID IS OVER \$1 MILLION. A SUBCONTRACTING PLAN IS NOT REQUIRED FROM SMALL BUSINESSES. THE SUBCONTRACTING PLAN IS NOT REQUIRED FROM THE LOW BIDDER UNTIL AFTER THE BID OPENING; IT IS NOT REQUIRED AS PART OF THE BID PACKAGE.

DIRECT DEPOSIT AUTHORIZATION FORM

PRIVACY ACT STATEMENT

The following information is provided to comply with the Privacy Act of 1974 (P.L. 93-579). All information collected on this form is required under the provisions of 31 U.S.C. 3322 and 31 CFR 210. This information will be used by the Treasury Department to transmit data, by electronic means to vendor's financial institution. Failure to provide the requested information may delay or prevent the receipt of payments through the Automated Clearing House Payment System.

AUTHORIZATION

I hereby authorize U. S. Army Corps of Engineer, hereinafter called USACE, to initiate direct deposit credit entries to my (our) account indicated below and the financial institution named below, hereinafter called DEPOSITORY, to credit the same to such account

(1) **Check One of the following Statements:**

I am not currently participating in the Direct Deposit Program **OR**
() **ADD** - Deposit my payment to the account shown.

I am currently participating in the Direct Deposit Program
() **CHANGE** - Change financial institutions and/or account number.

(2) **Installation EROC** _____ **L2** _____ (Sacramento District)

Name or (Company as shown on invoice): (3)		
Address: (4)		
City: (5)	State:	Zip:
Mailing Address (if different): (6)		
Daytime Phone: () (7)		

Contract # (Optional):

If more than one contract, please list on a separate sheet.

**Please ask your Financial Institution for your Depositor Account Number and Routing Number
(Indicate which type account to credit)**

Type of Depositor Account Please check a box.	<input type="checkbox"/>	Checking (8)	<input type="checkbox"/>	Saving (9)														
Depositor Account Number (10)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Name of Financial Institution: (11)									
Address: (12)									
City: (13)					State:			Zip:	
Routing Number: (14)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Depositor Account Title: (15)									

Tax ID No. (TIN) for Business: (16)	<input type="checkbox"/>
---	--------------------------

SIGNATURE: (17) _____ **DATE: (18)** _____

Mail To: USACE Finance Center, ATTN: EFT/DISB, 5720 Integrity Drive, Millington, TN 38054-5005

INSTRUCTIONS FOR COMPLETING FORM UFC-DISB-4

- 1. Vendors and/or travelers should indicate if this is an add as a new Direct Deposit to be set up or a change or cancellation. USACE employees already on payroll Direct Deposit who have not completed a travel form should mark ADD.**
- 2. Include the Corps of Engineers District name (example: Savannah) or EROC (example: K6) that wrote the contract authorizing payment. If more than one District issued contracts, prepare a separate form for each District.**
- 3. Include the name or Company as it appears on the invoice. If the contract was written to Bill and Betty Smith, the bill and Direct Deposit form should include both names not Bill Smith.**
- 4. This address should be the physical address of the business.**
- 5. The city and state that match the physical address.**
- 6. The mailing address should include any and all Remit to/payment addresses that are different from the physical address. (If more space is needed, include an attachment page with all addresses listed). This is VERY IMPORTANT since we load the routing and bank account number on each payment address.**
- 7. Include daytime phone number in case there are questions concerning the completed form.**
- 8. Check if the bank account number furnished is a checking account.**
- 9. Check if the bank account number furnished is a savings account.**
- 10. Include bank account number, one number in each slot. This number can be found on the front of the check.**
- 11. The full name of the bank for the account.**
- 12/13. An accurate address for the bank.**
- 14. The routing number for the bank. It is located on the face of the check. This is always a nine digit NUMBER. Enter one number in each space.**
- 15. Depositor account title is the name registered with the bank on the bank account.**
- 16. For businesses include the IRS tax ID number. For an individual use the social security number.**
- 17. Businesses should have a signature of an officer of the company. Individuals should sign. If the Direct Deposit form/contract is written in the name of Bill and Betty Smith, both individuals should sign.**
- 18. Date of the authorization.**

E X A M P L E DIRECT DEPOSIT AUTHORIZATION FORM E X A M P L E

I hereby authorized U. S. Army Corps of Engineer, hereinafter called USACE, to initiate direct deposit credit entries to my (our) account indicated below and the financial institution named below, hereinafter called DEPOSITORY, to credit the same to such account. This authority is to remain in full force and effect until USACE has received written notification from me (or either of us) of its termination in such time and in such manner as to afford USACE and DEPOSITORY a reasonable opportunity to act on it.

Check One: I am not currently participating in the Direct Deposit Program.

(1) ☐ **ADD** - Deposit my payment to the account shown.

I am currently participating in the Direct Deposit Program.

(2) Installation EROC ____ L2 ____

☐ **CHANGE** - Change financial institutions and/or account number.

(Sacramento District)

☐ **CANCEL** - Stop my participation in the program.

Name or (Company as shown on invoice): (3)		
Address: (4)		
City: (5)	State:	Zip:
Mailing Address (if different): (6)		
Daytime Phone: () (7)		

Please ask your Financial Institution for your Depositor Account Number and Routing Number
(Indicate which type account to credit)

Type of Depositor Account Please check a box.	8	Checking	9	Saving
Depositor Account Number (10)				

Name of Financial Institution: (11)									
Address: (12)									
City: (13)			State:				Zip:		
Routing Number: (14)									
Depositor Account Title: (15)									

Tax ID Number (TIN) for Business: (16)	
---	--

SIGNATURE:_(17)_____ **DATE:**_(18)_____

Mail To: USACE Finance Center, ATTN: CEFC-AD, 5720 Integrity Drive, Millington, TN 38054-5005

PREAWARD SURVEY OF PROSPECTIVE CONTRACTORS
CONSTRUCTION CONTRACTS

It is the general policy of the Department of Defense that contracts shall be awarded only to contractors determined to be responsible in accordance with Part 9 of the Federal Acquisition Regulation (FAR).

No contract shall be awarded to any person or firm unless the Contracting Officer first makes an affirmative determination that the prospective contractor is responsible within the meaning of the FAR, Part 9.

Before making a determination of responsibility, the Contracting Officer shall have in his/her possession or obtain information sufficient to satisfy himself/herself that a prospective contractor currently meets the minimum FAR Part 9 standards.

In order to make the required determination and also to expedite the contract award, the following information must be submitted by the Contractor as directed (see Section 00100, SAACONS 52.0209-4501):

- A. COMPLETED CONTRACTOR EXPERIENCE DATA FORM WITH SUPPLEMENTAL SCHEDULES A-C (ATTACHED).
- B. LATEST FINANCIAL STATEMENTS. IF THE FINANCIAL STATEMENT IS MORE THAN 60 DAYS OLD, SUBMIT A CERTIFICATE STATING THAT THE FIRM'S FINANCIAL CONDITION IS SUBSTANTIALLY THE SAME, OR, IF NOT THE SAME, STATE THE CHANGES THAT HAVE TAKEN PLACE.
- C. PROVIDE LETTERS FROM BANKS OR OTHER FINANCIAL INSTITUTIONS WITH WHICH THE CONTRACTOR CONDUCTS BUSINESS. THE LETTERS SHOULD CONTAIN INFORMATION ABOUT YOUR FIRM'S ACCOUNTS, LOANS, LINES OF CREDIT, ETC., PROVIDING INFORMATION LEADING TO A DETERMINATION THAT YOUR FIRM IS "RESPONSIBLE" AS DEFINED IN THE FEDERAL ACQUISITION REGULATION, PART 9, "HAS THE FINANCIAL RESOURCES TO PERFORM THE CONTRACT OR THE ABILITY TO OBTAIN THEM". THE GOVT IS INTERESTED IN FINANCIAL STABILITY, TIMELY PAYMENTS, THE LENGTH AND NATURE OF THE RELATIONSHIP BETWEEN THE FIRM AND THE FINANCIAL INSTITUTION, ETC. WHICH REVEALS THE FIRM'S FINANCIAL ABILITY TO PERFORM THE CONTRACT. THE LETTERS SHOULD ALSO PROVIDE THE NAME AND TELEPHONE NUMBER OF THE BANK REPRESENTATIVE THE GOVERNMENT MAY CONTACT.

BE SURE TO INCLUDE IN YOUR PREAWARD SURVEY, INFORMATION ON ANY CONTRACTS YOU HAVE HAD WITH THE SACRAMENTO DISTRICT OR LOS ANGELES DISTRICT, CORPS OF ENGINEERS, WITHIN THE LAST 12 MONTHS.

THESE DOCUMENTS SHALL BE TREATED BY THE GOVERNMENT AS CONFIDENTIAL.

CONSTRUCTION CONTRACTOR EXPERIENCE DATA				DATE (Day, Month, Year)																																					
1. FIRM NAME			2. MAIN OFFICE ADDRESS (Street, City, State and Telephone)																																						
3. BRANCH OFFICES			4. SERVICES RENDERED <input type="checkbox"/> CONSTRUCTION <input type="checkbox"/> DESIGN <input type="checkbox"/> CONSULTANT																																						
5. ORGANIZATION <input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> JOINT VENTURE <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> CORPORATION			6. DATE ORGANIZED		7. DATE INCORPORATED AND STATE																																				
8. NAMES OF OFFICERS AND OTHER KEY PERSONNEL																																									
I - PRESENT PAYROLL PERSONNEL (List Number of Each Category Below)																																									
PARTNERS	OFFICERS	OTHER KEY	REMAINDER	TOTAL	SUBTOTAL PERMANENT MAXIMUM PERSONNEL AT ANY TIME																																				
					DATE																																				
II - EQUIPMENT OWNED			III - FINANCIAL DATA AS OF (Date)																																						
PRESENT VALUE (\$)		ACQUISITION COST (\$)		CURRENT ASSETS	CURRENT LIABILITIES																																				
				NET WORTH																																					
IV - TOTAL CONTRACT VALUE OF CONSTRUCTION AND DEMOLITION IN PAST SIX YEARS EXCLUSIVE OF JOINT VENTURE				V - LARGEST JOB EVER CONTRACTED (If Other Than In Past Six Years)																																					
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th colspan="2" style="text-align: center;">LARGEST JOB IN PAST SIX YEARS</th> </tr> <tr> <th style="width: 50%;">CONTRACT AMOUNT</th> <th style="width: 50%;">DATE</th> </tr> </thead> <tbody> <tr><td style="height: 20px;">19 \$</td><td></td></tr> <tr><td style="height: 20px;">19 \$</td><td></td></tr> <tr><td style="height: 20px;">19 \$</td><td></td></tr> <tr><td style="height: 20px;">19 \$</td><td></td></tr> <tr><td style="height: 20px;">19 \$</td><td></td></tr> <tr><td style="height: 20px;">19 \$</td><td></td></tr> <tr><td colspan="2" style="height: 20px;">AVERAGE ANNUAL \$ INCOME</td></tr> <tr><td colspan="2" style="height: 20px;">OWNER</td></tr> </tbody> </table>				LARGEST JOB IN PAST SIX YEARS		CONTRACT AMOUNT	DATE	19 \$		19 \$		19 \$		19 \$		19 \$		19 \$		AVERAGE ANNUAL \$ INCOME		OWNER		<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 50%;">CONTRACT AMOUNT</th> <th style="width: 50%;">DATE</th> </tr> </thead> <tbody> <tr><td colspan="2" style="height: 20px;">DESCRIPTION</td></tr> <tr><td colspan="2" style="height: 20px;"></td></tr> <tr><td colspan="2" style="height: 20px;"></td></tr> <tr><td colspan="2" style="height: 20px;"></td></tr> <tr><td colspan="2" style="height: 20px;"></td></tr> <tr><td colspan="2" style="height: 20px;"></td></tr> <tr><td colspan="2" style="height: 20px;">OWNER</td></tr> </tbody> </table>		CONTRACT AMOUNT	DATE	DESCRIPTION												OWNER	
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OWNER																																									
CONTRACT AMOUNT	DATE																																								
DESCRIPTION																																									
OWNER																																									
VI - TYPE OF WORK IN WHICH FIRM SPECIALIZES																																									
VII - TYPE OF WORK AND ACCEPTABLE LOCATIONS FOR WHICH FIRM DESIRES TO BE CONSIDERED																																									
VIII - COST-REIMBURSEMENT TYPE CONTRACTS																																									
AGENCY OR OWNER	DATE	DESCRIPTION	AMOUNT																																						
TYPED NAME AND POSITION OR TITLE OF PERSON SIGNING				SIGNATURE																																					
NOTE: Use reverse side for remarks, explanations, or detailed description of items reported above.																																									

SCHEDULE A

CONSTRUCTION CONTRACTOR EXPERIENCE DATA

EXISTING COMMITMENTS: (List below the construction projects your firm has under way on this date, including those on which you are presently low bidder but have not received an award.)

CONTRACT NUMBER AND AMOUNT	DESCRIPTION OF WORK	FOR WHOM PERFORMED*	PERCENT COMPLETE	PERCENT SUBLET
-------------------------------	---------------------	---------------------	---------------------	-------------------

* PROVIDE NAME OF ORGANIZATION, POINT OF CONTACT AND TELEPHONE NUMBER FOR CONTACT.

SCHEDULE B

CONSTRUCTION CONTRACTOR EXPERIENCE DATA

EXPERIENCE DATA: (List below the principal construction projects your firm has completed within the past six (6) years.)

<u>CONTRACT NO.</u>	<u>AMOUNT</u>	<u>DESCRIPTION/LOCATION</u>	<u>CONTACT PERSON/PHONE NO</u>	<u>PERCENT</u> <u>SUBLET</u>
---------------------	---------------	-----------------------------	--------------------------------	---------------------------------

SCHEDULE C

CONSTRUCTION CONTRACTOR EXPERIENCE DATA

PLANT AND EQUIPMENT SCHEDULE:

PLANTS TO BE USED

NAME	NO.	TYPE	CAPACITY	REACH	MANUFACTURE	AGE AND CONDITION	LOCATION

NOTE: In preparing the above tabulation the bidder/offeror shall insert the following information under the appropriate heading, using a separate line for each major item and additional pages if necessary.

- a. Name. For dredges give identifying name.
- b. Number. For dredges give identifying number.
- c. Type. Under this heading give description as follows:

For clamshell dredge show bucket capacity in cubic yards, horsepower of hoist engine, type of power, and number of swings per hour; for hydraulic suction dredge show inside diameter of suction pipe and discharge pipe, horsepower of pump engine, number and horsepower rating of booster pumps, type of power and, for hydraulic suction dredge, horsepower and diameter of cutterhead. For hopper dredge, show capacity of hopper, suction pipe inside diameter, horsepower of pump engine and if different the horsepower of pump used to transport material into disposal site. If a barge is part of the operation, show holding capacity and horsepower of pump used to transport material to disposal site.

- d. Capacity. Under this heading, state the estimated average production rate of the plant in cubic yards per day for this contract when working materials detailed in the specifications and available soil exploration data and using the specified disposal areas.

e. Reach. For each dredge to be used on this contract, identify the locations where it will be used to complete the required dredging as specified by this contract.

SUBCONTRACTING PLAN

SUBCONTRACTING PLAN SUBMITTED IN ACCORDANCE WITH PUBLIC LAW 95-507 (THE FOLLOWING FORMAT IS ESTABLISHED IN ACCORDANCE WITH FAR 52.219-9(d)(1) THROUGH (d)(11) AND INCLUDES THE REQUIRED STATUTORY ELEMENTS AS DESCRIBED IN FAR 19.704. IT ALSO INCLUDES ADDITIONAL REQUIREMENTS OF THE DFARS 219.704 AND AFARS 219.704. EVALUATION OF THE SUBCONTRACTING PLAN BY THE GOVERNMENT WILL BE AS PRESCRIBED IN FAR (AND ITS SUPPLEMENTS) 19.705.

DO NOT JUST ADDRESS THE FOLLOWING ISSUES IN SHORT; FOLLOW THE GUIDANCE OF FAR 52.219-9 IN ITS ENTIRETY. FOR EXAMPLE, PARAGRAPH 11 BELOW ASKS FOR A DISCUSSION OF RECORDS; THE PLAN SHOULD ADDRESS ALL RECORDS AS DESCRIBED IN FAR 52.219-9(d)(11)(i) THROUGH (vi).

IN ACCORDANCE WITH FAR 19.704 IF THE CONTRACT CONTAINS OPTIONS, THE CUMULATIVE VALUE OF THE BASIC CONTRACT AND ALL OPTIONS IS CONSIDERED IN DETERMINING WHETHER A SUBCONTRACTING PLAN IS NECESSARY. ONCE IT HAS BEEN DECIDED IF A PLAN IS NECESSARY, THE SUBCONTRACTING PLAN SHALL CONTAIN SEPARATE PARTS, ONE FOR THE BASIC CONTRACT AND ONE FOR EACH OPTION. *IN OTHER WORDS, IT IS NECESSARY TO ADDRESS PLANNED SUBCONTRACTING DOLLARS AND PERCENTAGES OF TOTAL TO BE AWARDED TO SMALL, HUBZONE SMALL, SMALL DISADVANTAGED, WOMEN-OWNED SMALL, HBCU/MIs, AND QUALIFIED NONPROFIT AGENCIES FOR THE BLIND AND OTHER SEVERELY DISABLED SEPARATELY FOR THE BASIC CONTRACT PERIOD AND EACH OPTION YEAR. THEREFORE, PARAGRAPHS 1 AND 2 BELOW MUST BE PREPARED SEPARATELY FOR THE BASE YEAR AND EACH OPTION YEAR. ALL OTHER PARTS OF THE SUBCONTRACTING PLAN ONLY NEED TO BE ADDRESSED ONCE.*

IF THE SUBCONTRACTING PLAN'S PROPOSED SUBCONTRACTING GOALS DO NOT MEET THE CORPS OF ENGINEERS' MINIMUM SUBCONTRACTING FLOORS, THE SUBCONTRACTING PLAN MUST BE SUBMITTED WITH A FULL EXPLANATION OF THE REASONS FOR THE LESSER GOALS ESTABLISHED BY THE PLAN. A SMALL DISADVANTAGED BUSINESS GOAL OF LESS THAN FIVE PERCENT MUST BE APPROVED TWO LEVELS ABOVE THE CONTRACTING OFFICER (DFARS 219.705-4).

PROJECT TITLE: _____

RFP/IFB NO.: _____ CONTRACT NO.: _____

CONTRACTOR NAME: _____

DIVISION: _____

INDIVIDUAL COMPLETING THIS PLAN: _____

TELEPHONE NO.: _____

1. Goals, expressed in terms of percentages of total planned subcontracting dollars, for the use of small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns as subcontractors. The offeror shall include all subcontracts that contribute to contract performance and may include a proportionate share of products and services that are normally allocated as indirect costs.

Percentage Goals:		Corps of Engineers Minimum Subcontracting Floors
Small Business	_____ %	61.4%
HUBZone Small Business	_____ %	%
Small Disadvantaged Business	_____ %	9.1%
Women-Owned Small Business	_____ %	5.0%

2. Statement of: (i) total dollars planned to be subcontracted, (ii) total dollars planned to be subcontracted to small business; (iii) total dollars planned to be subcontracted to HUBZone small business; (iv) total dollars planned to be subcontracted to small disadvantaged business; and (v) total dollars planned to be subcontracted to women-owned small business.

Total Cost of Prime Contract:	\$ _____	
Total Dollars to be Subcontracted	\$ _____	_____ % *
To Small Business	\$ _____	_____ % **
To HUBZone Small Business	\$ _____	_____ % **
To Small Disadvantaged Business	\$ _____	_____ % **
To Women-Owned Small Business	\$ _____	_____ % **

NOTES: * Calculate percentage of Total Dollars to be Subcontracted to Total Cost of Prime Contract
 ** Calculate subcontracted dollars to each group to Total Dollars to be Subcontracted, NOT TO Total Cost of Prime Contract.

PLANNED SUBCONTRACTING INCLUDES ALL PLANNED EXPENDITURES. TOTAL ESTIMATED COST TO SUBCONTRACTORS AND GOALS MUST BE ESTABLISHED EVEN IF THE CONTRACT IS OF THE INDEFINITE-DELIVERY TYPE.

SUBCONTRACTS AWARDED TO HUBZONE SMALL BUSINESSES, SMALL DISADVANTAGED BUSINESSES, WOMEN-OWNED SMALL BUSINESSES, HBCU/MIs, AND QUALIFIED NONPROFIT AGENCIES FOR THE BLIND AND OTHER SEVERELY DISABLED COUNT TOWARD THE OVERALL SMALL BUSINESS GOAL. HBCU/MIs ARE COUNTED AS A SUBSET OF THE SMALL DISADVANTAGED GOAL. THE CORPS OF ENGINEERS HAS NOT BEEN ASSIGNED A SET GOAL FOR HUBZONE SMALL BUSINESS, HBCU/MIs OR

QUALIFIED NONPROFIT AGENCIES FOR THE BLIND AND OTHER SEVERELY DISABLED.

IN ACCORDANCE WITH DFARS 219.703, QUALIFIED NONPROFIT AGENCIES FOR THE BLIND AND OTHER SEVERELY DISABLED THAT HAVE BEEN APPROVED BY THE COMMITTEE FOR PURCHASE FROM PEOPLE WHO ARE BLIND OR SEVERELY DISABLED UNDER THE JAVITS-WAGNER-O'DAY (41 U.S.C. 46-48) ARE ELIGIBLE TO PARTICIPATE IN THE PROGRAM AS A RESULT OF 10 U.S.C. 2410d AND SECTION 9077 OF PUB. L. 102-396 AND SIMILAR SECTIONS IN SUBSEQUENT DEFENSE APPROPRIATIONS ACTS. UNDER THIS AUTHORITY SUBCONTRACTS AWARDED TO SUCH ENTITIES MAY BE COUNTED TOWARD THE PRIME CONTRACTOR'S SMALL BUSINESS SUBCONTRACTING GOAL THROUGH FISCAL YEAR 1999.

3. A description of the principal types of supplies and services to be subcontracted and an identification of the types planned for subcontracting to (i) small business concerns, (ii) HUBZone small business concerns, (iii) small disadvantaged business concerns, (iv) women-owned small business concerns, (v) HBCUs and MIs, (vi) qualified nonprofit agencies for the blind and other severely disabled.

4. A statement of the method used in developing the proposed subcontracting goals for small business concerns, HUBZone small business concerns, small disadvantaged business concerns, women-owned small business concerns, HBCUs and MIs, and qualified nonprofit agencies for the blind and other severely disabled.

5. A description of the method used to identify potential sources for solicitation purposes to assure small, HUBZone small, small disadvantaged, women-owned small, HBCU and MI, and qualified nonprofit agencies for the blind and other severely disabled participation (e.g., existing company source lists, the Procurement Marketing and Access Network (PRO-Net) of the Small Business Administration (SBA), the list of certified small disadvantaged business concerns of the SBA, the National Minority Purchasing Council Vendor Information Service, the Research and Information Division of the Minority Business Development Agency in the Department of Commerce, or small, HUBZone small disadvantaged, and women-owned small business trade associations).

6. A statement as to whether or not the offeror included indirect costs in establishing the subcontracting goals, and if so, a description of the method used to determine the proportionate share of indirect costs to be incurred with: (i) small business concerns, (ii) HUBZone small business concerns, (iii) small disadvantaged business concerns, (iv) women-owned small business concerns, (v) HBCUs and MIs), and (vi) qualified nonprofit agencies for the blind and other severely disabled.

7. The name of the individual employed by the offeror who will administer the offeror's subcontracting program and a description of the duties of the individual.

Name: _____

Title and Telephone Number: _____

Address: _____

City, State and Zip Code: _____

Duties (Attachment may be used):

8. Describe the efforts the offeror will make to assure that small business concerns, HUBZone small business concerns, small disadvantaged business concerns, women-owned small business concerns, HBCUs and MIs, and qualified nonprofit agencies for the blind and other severely disabled will have an equitable opportunity to compete for subcontractors under this contract.

9. I do herewith assure that this concern will include the clause at FAR 52.219-8 entitled "Utilization of Small Business Concerns" in all subcontracts which offer further subcontracting opportunities and will require all subcontractors (except small business concerns) who receive subcontracts in excess of \$500,000 (\$1,000,000 for construction of any public facility) to adopt a plan similar to the plan agreed to by this concern and in consonance with the FAR clause 52.219-9.

10. I also assure that this concern will (i) cooperate in any studies or surveys as may be required, (ii) submit periodic reports in order to allow the Government to determine the extent of compliance by the offeror with the subcontracting plan, and (iii) submit Standard Form (SF) 294, Subcontracting Report for Individual Contracts, and SF 295, Summary Subcontract Report, in accordance with the instructions of the forms, and (iv) ensure that the subcontractors under this contract agree to submit the required SF 294s and 295s. I assure that this concern will submit an SF 295 on Corps of Engineers projects only. The SF 295 shall be completed and distributed in accordance with the Corps of Engineers supplemental instructions. I will not report Corps of Engineers projects through any other agency unless authorized by the Contracting Officer.

11. Provide a description of the types of records the offeror will maintain to demonstrate procedures which have been adopted to comply with the requirements and goals set forth in the plan, including the establishment of source lists; and a description of its efforts to locate small business, HUBZone small business, small disadvantaged business, women-owned small business, HBCUs and MIs, and qualified nonprofit agencies for the blind and other severely disabled and award subcontracts to them. The records shall include at least the following (on a plant-wide or company-wide basis, unless otherwise indicated):

a. Source lists (e.g., PASS), guides, and other data that identify small business, HUBZone small business, small disadvantaged business, women-owned small business concerns, HBCUs and MIs, and qualified nonprofit agencies for the blind and other severely disabled.

b. Organizations contacted in an attempt to locate sources that are small business, HUBZone small business, small disadvantaged business, women-owned small business, HBCUs and MIs, and qualified nonprofit agencies for the blind and other severely disabled.

c. Records on each subcontract solicitation resulting in an award of more than \$100,000, indicating (1) whether small business concerns were solicited and if not, why not; (2) whether HUBZone small business concerns were solicited and if not, why not; (3) whether small disadvantaged business concerns were solicited and if not, why not; (4) whether women-owned small business concerns were solicited and if not, why not; (5) whether HBCUs and

MIs were solicited and if not, why not; (6) whether qualified nonprofit agencies for the blind and other severely disabled were solicited and if not, why not; and (7) if applicable, the reason award was not made to a small business concern.

d. Records of any outreach efforts to contact (A) trade associations, (B) business development organizations, and (C) conferences and trade fairs to locate small, HUBZone small, small disadvantaged, women-owned small business, HBCUs and MIs, and qualified nonprofit agencies for the blind and other severely disabled sources.

e. Records of internal guidance and encouragement provided to buyers through (A) workshops, seminars, training, etc., and (B) monitoring performance to evaluate compliance with the programs's requirements.

f. On a contract-by-contract basis, records to support award data submitted by the offeror to the Government, including the name, address, and business size of each subcontractor. Contractors having company or division-wide annual plans need not comply with this requirement.

12. Discuss the extent to which the offeror has historically been successful in complying with the requirements of the clauses at FAR 52.219-8, Utilization of Small Business Concerns, and 52.219-9, Small Business Subcontracting Plan, in establishing realistic yet challenging goals and show evidence of ability to achieve the goals. Information addressing past performance on DoD contracts evidencing achievement of established subcontracting goals will be in the form of Standard Forms 294 and 295 (attach these to this plan). Offerors who have had no prior Department of Defense contracts from which to assess past performance will not be penalized. Those who have had prior DoD contracts must provide the SF 294s and 295s on past DoD contracts.

(Signature)

(Title of Corporate Officer)

TECHNICAL SPECIFICATIONS

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SECTION 01330

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SECTION 01330

SUBMITTAL PROCEDURES

PART 1 GENERAL

1.1 SUBMITTAL IDENTIFICATION

Submittals required are identified by SD numbers as follows:

SD-01 Data

SD-04 Drawings

SD-06 Instructions

SD-07 Schedules

SD-08 Statements

SD-09 Reports

SD-13 Certificates

SD-14 Samples

SD-18 Records

SD-19 Operation and Maintenance Manuals

1.2 SUBMITTAL CLASSIFICATION

Submittals are classified as follows:

1.2.1 Government Approved

Governmental approval is required for extensions of design, critical materials, deviations, equipment whose compatibility with the entire system must be checked, and other items as designated by the Contracting Officer. Within the terms of the Contract Clause entitled "Specifications and Drawings for Construction," they are considered to be "shop drawings."

1.2.2 Information Only

All submittals not requiring Government approval will be for information only. They are not considered to be "shop drawings" within the terms of the Contract Clause referred to above.

1.3 SUBMITTAL REVIEW AND APPROVAL

Before submission, Contractor shall review all submittals prepared by

subcontractors, suppliers, and himself, for completeness, accuracy, and compliance with plans and specifications. Contractor shall not use red markings on submittals. Red markings are reserved for use by the Contracting Officer. Approval by Contractor shall be indicated on each drawing by an "Approved" stamp with Contractor's name, signature, and date. The Contractor shall have independent agents not associated with his organization to do the review. The review shall be done by a licensed architect or registered engineers in the appropriate disciplines of architectural, civil, structural, mechanical and electrical, as appropriate. The reviews shall be thorough and complete and authenticated by registered engineer's or architect's stamp. This administration of submittal review must be integrated into the Contractor's Quality Control Plan. The plan must delineate in precise detail how the Contractor intends to satisfy this requirement. This should include names of organizations, qualifications and names of individuals who will be doing the work with their qualifications/resumes. Supplier's or subcontractors certifications are not acceptable as meeting this requirement of independent review. Submittals not conforming to the requirements of this section will be returned to the Contractor for correction and resubmittal.

1.4 APPROVED SUBMITTALS

The Contracting Officer's approval of submittals shall not be construed as a complete check, but will indicate only that the general method of construction, materials, detailing and other information are satisfactory. Approval will not relieve the Contractor of the responsibility for any error which may exist, as the Contractor under the Contractor Quality Control (CQC) requirements of this contract is responsible for dimensions, the design of adequate connections and details, and the satisfactory construction of all work. After submittals have been approved by the Contracting Officer, no resubmittal for the purpose of substituting materials or equipment will be considered unless accompanied by an explanation of why a substitution is necessary.

1.5 DISAPPROVED SUBMITTALS

The Contractor shall make all corrections required by the Contracting Officer and promptly furnish a corrected submittal in the form and number of copies specified for the initial submittal. If the Contractor considers any correction indicated on the submittals to constitute a change to the contract, a notice in accordance with the Contract Clause "Changes" shall be given promptly to the Contracting Officer.

1.6 SUBMITTALS

The Contractor may be required to mail Submittals to multiple locations as directed. The location(s) for Government review of Contractor Submittals will be determined at a meeting between the Contractor and the Administrative Contracting Officer.

1.7 PAYMENT FOR ITEMS FOR WHICH A SUBMITTAL AND APPROVAL IS REQUIRED

In accordance with FAR 52.232-5, "Payments Under Fixed-Price Construction Contracts", the Government shall make progress payments to the Contractor

monthly based on estimates of work accomplished which meets the standards of quality established under the contract. On items for which submittals must be approved by the Contracting Officer, payment cannot be made for the item until the Government establishes that the item "meets the standards of quality" required by the contract. The Contractor shall not invoice for, nor shall the Government make payment for any item, for which submittal and approval is required, until the item has been submitted and approved as described herein.

PART 2 PRODUCTS (Not Applicable)

PART 3 EXECUTION

3.1 GENERAL

The Contractor shall make submittals as required by the specifications. The Contracting Officer may request submittals in addition to those specified when deemed necessary to adequately describe the work covered in the respective sections. Units of weights and measures used on all submittals shall be the same as those used in the contract drawings. Each submittal shall be complete and in sufficient detail to allow ready determination of compliance with contract requirements. Prior to submittal, all items shall be checked and approved by the Contractor's Quality Control (CQC) System Manager and each item shall be stamped, signed, and dated by the CQC System Manager indicating action taken. Proposed deviations from the contract requirements shall be clearly identified. Submittals shall include items such as: Contractor's, manufacturer's, or fabricator's drawings; test reports; test cylinders; samples; certifications; and other such required submittals. Submittals requiring Government approval shall be scheduled and made prior to the acquisition of the material or equipment covered thereby. Samples remaining upon completion of the work shall be picked up and disposed of in accordance with manufacturer's Material Safety Data Sheets (MSDS) and in compliance with existing laws and regulations.

3.2 SUBMITTAL REGISTER (ENG FORM 4288)

At the end of this section is one set of ENG Form 4288 listing items of equipment and materials for which submittals are required by the specifications; this list may not be all inclusive and additional submittals may be required. The Contractor will also be given the submittal register files, containing the computerized ENG Form 4288 and instructions on the use of the files. These submittal register files will be furnished on a separate diskette. Columns "d" through "r" have been completed by the Government; the Contractor shall complete columns "a" and "s" through "u" and submit the forms (hard copy plus associated electronic file) to the Contracting Officer for approval within ten (10) calendar days after Notice to Proceed. The Contractor shall keep this diskette up-to-date and shall submit it to the Government together with the monthly payment request. The approved submittal register will become the scheduling document and will be used to control submittals throughout the life of the contract. The submittal register and the progress schedules shall be coordinated.

3.3 SCHEDULING

Submittals covering component items forming a system or items that are interrelated shall be scheduled to be coordinated and submitted concurrently. Certifications to be submitted with the pertinent drawings shall be so scheduled. The Government will take up to 14 calendar days following receipt of submittal for review and approval. No delay damages or time extensions will be allowed for time lost in late submittals.

3.4 TRANSMITTAL FORM (ENG FORM 4025)

The Contractor shall complete ENG Form 4025, "Transmittal of Shop Drawings, Equipment Data, Material Samples, or Manufacturer's Certificates of Compliance" and forward six (6) copies of same with each set of shop drawings, certificates of compliance, materials, fixtures and equipment lists submitted for approval. Four (4) copies of the ENG Form 4025 shall be submitted for information only data. No translucent or coated reproduced copies will be accepted. Each item submitted shall be listed separately on the ENG Form 4025. For new submittals or resubmittals mark the appropriate box; or resubmittals also insert previous transmittal number. Blank ENG Forms 4025 will be furnished by the Contracting Officer on request. Shop drawings shall be either blue line or black line prints on a white background. Blueprints are not acceptable. Each submittal shall be identified with the Contractor's name, Contract Number, Transmittal Number, and Item Number to correspond with Item Number listed on ENG Form 4288. The following identification shall be marked on submittals as applicable:

- Contract Number
- Project Title and Location
- Subcontractor's Name
- Supplier's Name or Manufacturer's Name
- Specification Section and Paragraph Number
- Contract Drawing File Number

3.5 SUBMITTAL PROCEDURE

Submittals shall be made as follows:

3.5.1 Procedures

Submittals required by the CONTRACT CLAUSES and other non-technical parts of the contract are not included in this section. The Contractor shall submit to the Contracting Officer: six (6) copies for approval, and four (4) copies for information only, of all shop drawings, certificates of compliance, materials lists called for under the various headings of these specifications. These drawings, certificates and lists shall be complete and detailed and, prior to submission, must be reviewed and certified correct by the Contractor as required by the Quality Control System paragraph of the Construction Quality Control Section. If approved by the Contracting Officer, four (4) sets of all submittals will be retained by the Contracting Officer and two (2) sets will be returned to the Contractor. Submittals for information only usually will not be returned. The Contractor is encouraged to submit paper documents that are

printed/copied double-sided on recycled paper that has at least 20% postconsumer material.

3.5.1.1 Resubmittals

If a submittal is returned for correction or is not satisfactory and is disapproved by the Contracting Officer, the Contractor shall resubmit the corrected material in the same quantity, including reproducibles as specified for the original submittal for approval within 14 days after receipt by him of the disapproved material.

3.5.2 Deviations

For submittals which include proposed deviations requested by the Contractor, the column "variation" of ENG Form 4025 shall be checked. The Contractor shall set forth in writing the reason for any deviations and annotate such deviations on the submittal. The Government reserves the right to rescind inadvertent approval of submittals containing unnoted deviations.

3.6 CONTROL OF SUBMITTALS

The Contractor shall carefully control his procurement operations to ensure that each individual submittal is made on or before the Contractor scheduled submittal date shown on the approved "Submittal Register."

3.7 GOVERNMENT APPROVED SUBMITTALS

Upon completion of review of submittals requiring Government approval, the submittals will be identified as having received approval by being so stamped and dated. Four (4) copies of the submittal will be retained by the Contracting Officer and two (2) copies of the submittal will be returned to the Contractor.

3.8 INFORMATION ONLY SUBMITTALS

Normally submittals for information only will not be returned. Approval of the Contracting Officer is not required on information only submittals. The Government reserves the right to require the Contractor to resubmit any item found not to comply with the contract. This does not relieve the Contractor from the obligation to furnish material conforming to the plans and specifications; will not prevent the Contracting Officer from requiring removal and replacement of nonconforming material incorporated in the work; and does not relieve the Contractor of the requirement to furnish samples for testing by the Government laboratory or for check testing by the Government in those instances where the technical specifications so prescribe.

3.9 STAMPS

Stamps used by the Contractor on the submittal data to certify that the submittal meets contract requirements shall be similar to the following:

<p style="text-align: center;">CONTRACTOR</p> <p style="text-align: center;">(Firm Name)</p> <p>_____ Approved</p> <p>_____ Approved with corrections as noted on submittal data and/or attached sheets(s).</p> <p>SIGNATURE: _____</p> <p>TITLE: _____</p> <p>DATE: _____</p>

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SECTION 01354

ENVIRONMENTAL PROTECTION FOR CIVIL WORKS

PART 1 GENERAL

1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.

CODE OF FEDERAL REGULATIONS (CFR)

40 CFR 261	Identification and Listing of Hazardous Waste
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ENGINEERING MANUALS (EM)

EM 385-1-1	(1992) U.S. Army Corps on Engineers Safety and Health Requirements Manual
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1.2 DEFINITIONS

Environmental pollution and damage is defined as the presence of chemical, physical, or biological elements or agents that adversely affect human health or welfare; unfavorably alter ecological balances of plant or animal communities; or degrade the environment from an aesthetic, cultural or historic perspective. Environmental protection is the prevention/control of pollution and habitat disruption that may occur during construction. The control of environmental pollution and damage requires consideration of air, water, land, biological and cultural resources; and includes management of visual aesthetics; noise; solid, chemical, gaseous, and liquid waste; radiant energy and radioactive materials; and other pollutants.

1.3 ENVIRONMENTAL PROTECTION REQUIREMENTS

The Contractor shall comply with all applicable Federal, State, and local laws and regulations. The Contractor shall provide environmental protective measures and procedures to prevent and control pollution, limit habitat disruption, and correct environmental damage that occurs during construction.

1.3.1 Protection of Features

This section supplements the Contract Clause PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS. The Contractor shall prepare a list of features requiring protection under the provisions of the contract clause which are not specially identified on the drawings as environmental features requiring protection. The Contractor shall protect those environmental features, indicated specially on the

drawings, in spite of interference which their preservation may cause to the Contractor's work under the contract.

1.3.2 Permits

All permits must be obtained from the proper agency and paid for by the Contractor, see Contract Clause, PERMITS AND RESPONSIBILITIES.

1.3.3 Special Environmental Requirements

The Contractor shall comply with the special environmental requirements included at the end of this section. These special environmental requirements are an outgrowth of environmental commitments made by the Government during the project development.

1.3.4 Environmental Assessment of Contract Deviations

The Contract specifications have been prepared to comply with the special conditions and mitigation measures of an environmental nature which were established during the planning and development of this project. The Contractor is advised that deviations from the drawings or specifications (e.g., proposed alternate borrow areas, disposal areas, staging areas, alternate access routes, etc.) could result in the requirement for the Government to reanalyze the project from an environmental standpoint. Deviations from the construction methods and procedures indicated by the plans and specifications which may have an environmental impact will require an extended review, processing, and approval time by the Government.

The Contracting Officer reserves the right to disapprove alternate methods, even if they are more cost effective, if the Contracting Officer determines that the proposed alternate method will have an adverse environmental impact.

1.4 ENVIRONMENTAL PROTECTION PLAN

Within 15 calendar days of Notice of Award, the Contractor shall submit an Environmental Protection Plan for review and acceptance by the Contracting Officer. Acceptance is conditional and is predicated upon satisfactory performance during construction. The Government reserves the right to require the Contractor to make changes in the Environmental Protection Plan or operations if the Contracting Officer determines that environmental protection requirements are not being met. The plan shall detail the actions which the Contractor shall take to comply with all applicable Federal, State, and local laws and regulations concerning environmental protection and pollution control and abatement, as well as the additional specific requirements of this contract. No physical work at the site shall begin prior to acceptance of the Contractor's. The environmental protection plan shall include, but not be limited to, the following:

As a minimum the Plan shall include the sections indicated below that are applicable to the work to be performed. Note, SECTION: 02881 DREDGING AND DISPOSAL SITE requires submittal of a Disposal Plan and subplans "Water Quality Monitoring and Testing" and "Toxicity and Contaminant Reduction Plan". These plans are related to, but are a separate submittal from the Environmental Protection Plan.

1.4.1 List of State and Local Laws and Regulations

The Contractor shall provide as part of the Environmental Protection Plan a list of all State and local environmental laws and regulations which apply to the construction operations under the Contract.

1.4.2 Spill Control Plan

The Contractor shall include as part of the environmental protection plan, a Spill Control Plan. The plan shall include the procedures, instructions, and reports to be used in the event of an unforeseen spill of a substance regulated by the Emergency Response and Community Right-to-Know Act or regulated under State or local laws or regulations. The Spill Control Plan supplements the requirements of EM 385-1-1, and must be available at the work site.. This plan shall include as a minimum:

- a. The name of the individual who will be responsible for implementing and supervising the containment and cleanup.
- b. Training requirements for Contractor's personnel and methods of accomplishing the training.
- c. A list of materials and equipment to be immediately available at the job site, tailored to cleanup work of the potential hazard(s) identified.
- d. The names and locations of suppliers of containment materials and locations of additional fuel oil recovery, cleanup, restoration, and material-placement equipment available in case of an unforeseen spill emergency.
- e. The methods and procedures to be used for expeditious contaminant cleanup.
- f. The name of the individual who will report any spills or hazardous substance releases and who will follow up with complete documentation. This individual shall immediately notify the Contracting Officer in addition to the legally required Federal, State, and local reporting channels (including the National Response Center 1-800-424-8802) if a reportable quantity spill occurs. The plan shall contain a list of the required reporting channels and telephone numbers.

1.4.3 Contaminant Prevention Plan

As a part of the Environmental Protection Plan, the Contractor shall prepare a contaminant prevention statement identifying potentially hazardous substances to be used on the job site and intended actions to prevent accidental or intentional introduction of such materials into the air, water, or ground. The Contractor shall detail provisions to be taken to meet Federal, State, and local laws and regulations regarding the storage and handling of these materials.

1.4.4 Noise Control

A noise control section describing noise controls to be provided as required in Corps of Engineers Manual, EM 385-1-1, entitled "Safety and Health Requirements Manual", in effect on the date of solicitation.

1.4.5 Coordination and Surveillance

Prior to the work, the Contractor shall meet with the Contracting Officer to develop mutual understandings relative to the administration of the environmental pollution control program. During the work the Contractor shall oversee all activities, including those of subcontractors, to assure compliance with the intent and details of the Plan. All equipment and materials for environmental protection shall be inspected periodically to assure that they are in proper order and have not deteriorated. The Contractor shall notify the Office of Emergency Services (800-852-7550) in the event of a spill of oil or hazardous material to surface waters. Additional water quality reporting requirements are specified in SECTION: 02881 DREDGING AND DISPOSAL SITE.

1.4.6 Environmental Protection Meetings

During construction, the Contractor shall assure that all personnel working on the job are familiar with the environmental protection provisions of the contract specifications and the Contractor's Environmental Protection Plan. Operators of equipment used for dredging and dike construction shall be specifically informed of water quality standards, and instructed in methods for conducting the operation to minimize effects on water quality. During the construction period the Contractor shall provide initial instruction of at least 30 minutes and continuing instructions at appropriate times but in no case less than 30 minutes per month.

1.4.7 Completion

Before this contract is completed, all restoration, cleanup and other work required to leave the site in an acceptable condition shall have been completed. Final payment will not be made until the environmental protection requirements have been met, in accordance with FAR 52.232-5.

1.4.8 Environmental Monitoring

The Contractor shall include in the plan the details of environmental monitoring requirements under the laws and regulations and a description of how this monitoring will be accomplished.

1.5 PAYMENT

No separate payment will be made for the work covered under this section and all costs in connection therewith will be considered a subsidiary obligation of the Contractor.

1.6 SUBCONTRACTORS

Compliance with the provisions of this section by subcontractors will be

the responsibility of the Contractor.

PART 2 PRODUCTS (Not Applicable)

PART 3 EXECUTION

3.1 SPECIAL ENVIRONMENTAL PROTECTION REQUIREMENTS

3.1.1 Protection of Land Resources

The land resources within the project boundaries and outside the limits of work under this contract shall be preserved in their present condition or be restored to a condition after completion of construction that will appear to be natural and not detract from the appearance of the project. The Contractor shall confine his construction activities to areas defined by the plans and specifications. Preconstruction photographs and/or video tapes if approved by the Contracting Officer shall be taken of the disposal areas and detention dike areas as a photographic survey of existing conditions. Copies of these photographs and/or video tapes shall be provided to the Contracting Officer and USAED, Civil Design Section A, 1325 J Street, Sacramento, California 95814-2922.

3.1.2 Prevention of Landscape Defacement

The Contractor shall not deface, injure, or destroy trees or shrubs, nor remove or cut them without special authority. No ropes, cables, or guys shall be fastened to or attached to any existing nearby trees for anchorages unless specifically authorized by the Contracting Officer. Where such special emergency use is permitted, the Contractor shall first adequately wrap the trunk with a sufficient thickness of burlap or rags over which softwood cleats shall be tied before any rope, cable, or wire is placed. The Contractor shall in any event be responsible for any damage resulting from such use.

3.1.3 Post-construction Cleanup or Obliteration

The Contractor shall obliterate all signs of temporary construction facilities such as haul roads, work areas, structures, foundations of temporary structures, stockpiles of excess or waste materials, or any other vestiges of construction as directed by the Contracting Officer. After completion and acceptance of post-construction cleanup, The Contractor shall take photographs and/or video tapes if approved by the Contracting Officer of the same area where pre-construction photographs and/or video tapes were taken and shall furnish copies to the Contracting Officer (see paragraph 3.1.A).

3.1.4 Disposal of Solid Wastes

Solid waste is rubbish, debris, waste materials, garbage, and other discarded solid materials (excluding clearing debris and hazardous waste as defined in following paragraphs). Solid waste shall be placed in containers with lids and disposed on a regular schedule. The Contractor is encouraged to recycle paper products and beverage containers. All handling and disposal shall be conducted in such a way as to prevent spillage and

contamination. The Contractor shall transport all solid waste off the project site and dispose in compliance with Federal, State, and local requirements.

3.1.5 Disposal of Contractor Generated Hazardous Wastes

Hazardous wastes are hazardous substances identified as characteristic or listed waste as defined in 40 CFR 261.3, or as defined by applicable State and local regulations. Hazardous waste generated by construction activities shall be removed from the work area and be disposed in compliance with Federal, State, and local requirements using a hazardous waste manifest. The CQC system manager shall sign the manifest for contractor generated waste. All hazardous waste must be labeled by NFPA classification prior to shipment or storage. The Contractor shall segregate hazardous waste from other materials and wastes, and shall protect it from the weather by placing it in a safe covered location; precautionary measures against accidental spillage such as berming or other appropriate measures shall be taken. Hazardous waste shall be removed from the project site within 60 days. Hazardous waste shall not be dumped onto the ground, into storm sewers or open water courses, or into the sanitary sewer system.

3.1.6 Fuels and Lubricants

Fueling and lubrication of equipment and motor vehicles shall be conducted in a manner that affords the maximum protection against spills and evaporation. Lubricants and waste oil to be discarded shall be stored in marked corrosion-resistant containers and recycled or disposed in accordance with Federal, State, and local laws and regulations.

3.2 HISTORICAL, ARCHAEOLOGICAL, AND CULTURAL RESOURCES

3.2.1 Discovered Historic, Archaeological, and Cultural Resources

If during construction activities, items are observed that may have historic or archaeological value (e.g., Native American human remains or associated objects are discovered), such observations shall be reported immediately to the Contracting Officer so that the appropriate authorities may be notified and a determination made as to their significance and what, if any, special disposition of the finds should be made. The Contractor shall cease all activities that may result in impact to or the destruction of these resources. The Contractor shall prevent his employees from trespassing on, removing, or otherwise disturbing such resources.

3.3 PROTECTION OF WATER RESOURCES

The Contractor shall not pollute streams, lakes or reservoirs with fuels, oils, bitumens, calcium chloride, acids or harmful materials. It is the responsibility of the Contractor to investigate and comply with all applicable Federal, State, County and Municipal laws concerning pollution of rivers and streams. All work under this contract shall be performed in such a manner that objectionable conditions will not be created in streams through or adjacent to the project areas. The water quality standards and a water quality monitoring plan for this project are contained in SECTION:

02881 DREDGING AND DISPOSAL SITE

3.4 PROTECTION OF FISH AND WILDLIFE RESOURCES

The Contractor shall at all times perform all work and take such steps required to prevent interference or disturbance to fish and wildlife. The Contractor will not be permitted to alter water flows or otherwise disturb native habitat adjacent to the project area which, in the opinion of the Contracting Officer, are critical to fish or wildlife. Fouling or polluting of water will not be permitted.. Restrictions on dredge pump operations to prevent entrainment of fish are described in SECTION: 02881 DREDGING AND DISPOSAL SITE.

3.5 PROTECTION OF AIR RESOURCES

The Contractor shall be responsible for obtaining any necessary air quality permits and maintaining air quality standards and regulations at all locations where dredging is in progress. Air quality permits issued will likely require use of best available control technology and/or designated numerical limits. Any shutdowns as a result of not meeting these requirements will be at no cost to the Government, in accordance with FAR 52.212-12.

3.5.1 Dust Control

The Contractor shall maintain all disposal areas, permanent access roads, and all other work areas within or without the project boundaries free from dust which would cause the local standards for air pollution to be exceeded or which would cause a hazard or nuisance to others. Approved temporary methods of stabilization consisting of sprinkling, chemical treatment, light bituminous treatment or similar methods will be permitted to control dust. Sprinkling, to be approved, must be repeated at such intervals as to keep all parts of the disturbed area at least damp at all times, and the Contractor must have sufficient competent equipment on the job to accomplish this if sprinkling is used. Dust control shall be performed as the work proceeds and whenever a dust nuisance or hazard occurs. No separate or direct payment will be made for dust control and the cost thereof shall be considered incidental to and included in the contract prices for excavation and embankment.]

3.6 INSPECTION

If the Contracting Officer notifies the Contractor in writing of any observed noncompliance with contract requirements or Federal, State, or local laws, regulations, or permits, the Contractor shall inform the Contracting Officer of proposed corrective action and take such action to correct the noncompliance. Such notice, when delivered to the Contractor or his authorized representative at the site of the work, shall be deemed sufficient for the purpose. If the Contractor fails to comply promptly, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action is taken. No time extensions will be granted or costs or damages allowed to the Contractor for any such suspension, unless it was determined that the Contractor was in compliance in accordance with FAR 52.212-12, see Section 00700.

3.7 MAINTENANCE OF POLLUTION CONTROL FACILITIES

The Contractor shall maintain all constructed pollution control facilities and portable pollution control devices for the duration of the Contract or for the length of time construction activities create the particular pollutant.

3.8 FUEL CONSUMPTION

The Contractor shall establish and maintain a record of daily gas and diesel fuel consumption for the dredge plant and supporting vessels. A report showing the daily consumption shall be provided the Contracting Officer on the 15th of each month.

3.9 TRAINING OF CONTRACTOR PERSONNEL

Contractor personnel shall be trained in environmental protection and pollution control. The Contractor shall conduct environmental protection/pollution control meetings for all Contractor personnel monthly.

The training and meeting agenda shall include methods of detecting and avoiding pollution, familiarization with pollution standards, both statutory and contractual, installation and care of facilities (vegetative covers, etc.), and instruments required for monitoring purposes to ensure adequate and continuous environmental protection/pollution control. Anticipated hazardous or toxic chemicals or wastes, and other regulated contaminants, shall also be discussed. Other items to be discussed shall include recognition and protection of archaeological sites and artifacts. Collection and analysis of the daily field and laboratory water quality tests shall be performed by qualified CQC personnel. CQC personnel responsible for the collection of water quality samples shall be familiar with EPA document 600/4-84/076 (Characterization of Hazardous Waste Site Sampling Methods) for the collection and analysis of dredge and effluent water quality samples. CQC sample collection personnel shall attend a mandatory sample collection techniques demonstration conducted by the Corps of Engineers at the job site as described in SECTION: 02881 DREDGING AND DISPOSAL SITE.

-- End of Section --

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SECTION 01451

CONTRACTOR QUALITY CONTROL

PART 1 GENERAL

1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

ASTM C 1077	(1996) Standard Practice for Laboratories Testing Concrete and Concrete Aggregates for Use in Construction and Criteria for Laboratory Evaluation
ASTM D 3666	(1996) Standard Specification for Minimum Requirements for Agencies Testing and Inspecting Bituminous Paving Materials
ASTM D 3740	(1996) Minimum Requirements for Agencies Engaged in the Testing and/or Inspection of Soil and Rock as Used in Engineering Design and Construction
ASTM E 329	(1995b) Agencies Engaged in the Testing and/or Inspection of Materials Used in Construction

1.2 PAYMENT

Separate payment will not be made for providing and maintaining an effective Quality Control program, and all costs associated therewith shall be included in the applicable unit prices or lump-sum prices contained in the Bidding Schedule.

PART 2 PRODUCTS (Not Applicable)

PART 3 EXECUTION

3.1 GENERAL REQUIREMENTS

The Contractor is responsible for quality control and shall establish and maintain an effective quality control system in compliance with the Contract Clause titled "Inspection of Construction." The quality control system shall consist of plans, procedures, and organization necessary to produce an end product which complies with the contract requirements. The system shall cover all construction operations, both onsite and offsite, and shall be keyed to the proposed construction sequence. The project

superintendent will be held responsible for the quality of work on the job and is subject to removal by the Contracting Officer for non-compliance with quality requirements specified in the contract. The project superintendent in this context shall mean the individual with the responsibility for the overall management of the project including quality and production.

3.2 QUALITY CONTROL PLAN

The Contractor shall furnish for review by the Government, not later than 15 days after receipt of notice to proceed, the Contractor Quality Control (CQC) Plan proposed to implement the requirements of the Contract Clause titled "Inspection of Construction." The plan shall identify personnel, procedures, control, instructions, tests, records, and forms to be used. Construction will be permitted to begin only after acceptance of the CQC Plan.

3.2.1 Content of the CQC Plan

The CQC Plan shall include, as a minimum, the following to cover all construction operations, both onsite and offsite, including work by subcontractors, fabricators, suppliers, and purchasing agents:

- a. A description of the quality control organization, including a chart showing lines of authority and acknowledgment that the CQC staff shall implement the three phase control system for all aspects of the work specified. The staff shall include a CQC System Manager who shall report to the project superintendent.
- b. The name, qualifications (in resume format), duties, responsibilities, and authorities of each person assigned a CQC function.
- c. A copy of the letter to the CQC System Manager signed by an authorized official of the firm which describes the responsibilities and delegates sufficient authorities to adequately perform the functions of the CQC System Manager, including authority to stop work which is not in compliance with the contract. The CQC System Manager shall issue letters of direction to all other various quality control representatives outlining duties, authorities, and responsibilities. Copies of these letters shall also be furnished to the Government.
- d. Procedures for scheduling, reviewing, certifying, and managing submittals, including those of subcontractors, offsite fabricators, suppliers, and purchasing agents. These procedures shall be in accordance with Section 01330 SUBMITTAL PROCEDURES.
- e. Control, verification, and acceptance testing procedures for each specific test to include the test name, specification paragraph requiring test, feature of work to be tested, test frequency, and person responsible for each test. (Laboratory facilities will be approved by the Contracting Officer.)

- f. Procedures for tracking preparatory, initial, and follow-up control phases and control, verification, and acceptance tests including documentation.
- g. Procedures for tracking construction deficiencies from identification through acceptable corrective action. These procedures shall establish verification that identified deficiencies have been corrected.
- h. Reporting procedures, including proposed reporting formats.
- i. A list of the definable features of work. A definable feature of work is a task which is separate and distinct from other tasks, has separate control requirements, and may be identified by different trades or disciplines, or it may be work by the same trade in a different environment. Although each section of the specifications may generally be considered as a definable feature of work, there are frequently more than one definable features under a particular section. This list will be agreed upon during the coordination meeting.

3.2.2 Acceptance of Plan

Acceptance of the Contractor's plan is required prior to the start of construction. Acceptance is conditional and will be predicated on satisfactory performance during the construction. The Government reserves the right to require the Contractor to make changes in his CQC Plan and operations including removal of personnel, as necessary, to obtain the quality specified.

3.2.3 Notification of Changes

After acceptance of the CQC Plan, the Contractor shall notify the Contracting Officer in writing of any proposed change. Proposed changes are subject to acceptance by the Contracting Officer.

3.3 COORDINATION MEETING

After the Preconstruction Conference, before start of construction, and prior to acceptance by the Government of the CQC Plan, the Contractor shall meet with the Contracting Officer or Authorized Representative and discuss the Contractor's quality control system. During the meeting, a mutual understanding of the system details shall be developed, including the forms for recording the CQC operations, control activities, testing, administration of the system for both onsite and offsite work, and the interrelationship of Contractor's Management and control with the Government's Quality Assurance. Minutes of the meeting shall be prepared by the Government and signed by both the Contractor and the Contracting Officer. The minutes shall become a part of the contract file. There may be occasions when subsequent conferences will be called by either party to reconfirm mutual understandings and/or address deficiencies in the CQC system or procedures which may require corrective action by the Contractor.

3.4 QUALITY CONTROL ORGANIZATION

3.4.1 Personnel Requirements

The requirements for the CQC organization are a CQC System Manager and sufficient number of additional qualified personnel to ensure contract compliance. The Contractor shall provide a CQC organization which shall be at the site at all times during progress of the work and with complete authority to take any action necessary to ensure compliance with the contract. All CQC staff members shall be subject to acceptance by the Contracting Officer.

3.4.2 CQC System Manager

The Contractor shall identify as CQC System Manager an individual within his organization at the site of the work who shall be responsible for overall management of CQC and have the authority to act in all CQC matters for the Contractor. The CQC System Manager shall be a construction person with a minimum of 5 years in related work. This CQC System Manager shall be on the site at all times during construction and will be employed by the prime Contractor. The CQC System Manager shall be assigned as System Manager but may have duties as project superintendent in addition to quality control. An alternate for the CQC System Manager will be identified in the plan to serve in the event of the System Manager's absence. The requirements for the alternate will be the same as for the designated CQC System Manager.

3.4.3 Additional Requirement

In addition to the above experience and/or education requirements the CQC System Manager shall have completed the course entitled "Construction Quality Management For Contractors". This course is periodically offered by the Sacramento District, contract the Contracting Officer for more information.

3.4.4 Organizational Changes

The Contractor shall maintain the CQC staff at full strength at all times. When it is necessary to make changes to the CQC staff, the Contractor shall revise the CQC Plan to reflect the changes and submit the changes to the Contracting Officer for acceptance.

3.5 SUBMITTALS AND DELIVERABLES

Submittals, if needed, shall be made as specified in Section 01330 SUBMITTAL PROCEDURES. The CQC organization shall be responsible for certifying that all submittals and deliverables are in compliance with the contract requirements.

3.6 CONTROL

Contractor Quality Control is the means by which the Contractor ensures that the construction, to include that of subcontractors and suppliers, complies with the requirements of the contract. At least three phases of control shall be conducted by the CQC System Manager for each definable

feature of work as follows:

3.6.1 Preparatory Phase

This phase shall be performed prior to beginning work on each definable feature of work, after all required plans/documents/materials are approved/accepted, and after copies are at the work site. This phase shall include:

- a. A review of each paragraph of applicable specifications, reference codes, and standards. A copy of those sections of referenced codes and standards applicable to that portion of the work to be accomplished in the field shall be made available by the Contractor at the preparatory inspection. These copies shall be maintained in the field and available for use by Government personnel until final acceptance of the work.
- b. A review of the contract drawings.
- c. A check to assure that all materials and/or equipment have been tested, submitted, and approved.
- d. Review of provisions that have been made to provide required control inspection and testing.
- e. Examination of the work area to assure that all required preliminary work has been completed and is in compliance with the contract.
- f. A physical examination of required materials, equipment, and sample work to assure that they are on hand, conform to approved shop drawings or submitted data, and are properly stored.
- g. A review of the appropriate activity hazard analysis to assure safety requirements are met.
- h. Discussion of procedures for controlling quality of the work including repetitive deficiencies. Document construction tolerances and workmanship standards for that feature of work.
- i. A check to ensure that the portion of the plan for the work to be performed has been accepted by the Contracting Officer.
- j. Discussion of the initial control phase.
- k. The Government shall be notified at least 48 hours in advance of beginning the preparatory control phase. This phase shall include a meeting conducted by the CQC System Manager and attended by the superintendent, other CQC personnel (as applicable), and the foreman responsible for the definable feature. The results of the preparatory phase actions shall be documented by separate minutes prepared by the CQC System Manager and attached to the daily CQC report. The Contractor shall instruct applicable workers as to the acceptable level of workmanship required in order to meet

contract specifications.

3.6.2 Initial Phase

This phase shall be accomplished at the beginning of a definable feature of work. The following shall be accomplished:

- a. A check of work to ensure that it is in full compliance with contract requirements. Review minutes of the preparatory meeting.
- b. Verify adequacy of controls to ensure full contract compliance. Verify required control inspection and testing.
- c. Establish level of workmanship and verify that it meets minimum acceptable workmanship standards. Compare with required sample panels as appropriate.
- d. Resolve all differences.
- e. Check safety to include compliance with and upgrading of the safety plan and activity hazard analysis. Review the activity analysis with each worker.
- f. The Government shall be notified at least 48 hours in advance of beginning the initial phase. Separate minutes of this phase shall be prepared by the CQC System Manager and attached to the daily CQC report. Exact location of initial phase shall be indicated for future reference and comparison with follow-up phases.
- g. The initial phase should be repeated for each new crew to work onsite, or any time acceptable specified quality standards are not being met.

3.6.3 Follow-up Phase

Daily checks shall be performed to assure control activities, including control testing, are providing continued compliance with contract requirements, until completion of the particular feature of work. The checks shall be made a matter of record in the CQC documentation. Final follow-up checks shall be conducted and all deficiencies corrected prior to the start of additional features of work which may be affected by the deficient work. The Contractor shall not build upon nor conceal non-conforming work.

3.6.4 Additional Preparatory and Initial Phases

Additional preparatory and initial phases shall be conducted on the same definable features of work if: the quality of on-going work is unacceptable; if there are changes in the applicable CQC staff, onsite production supervision or work crew; if work on a definable feature is resumed after a substantial period of inactivity; or if other problems develop.

3.7 TESTS

3.7.1 Testing Procedure

The Contractor shall perform specified or required tests to verify that control measures are adequate to perform dredging which conforms to contract requirements specified in Section: 02881 DREDGING AND DISPOSAL SITE. The Contractor shall perform the following activities and record and provide the following data:

- a. Verify that testing procedures comply with contract requirements.
- b. Verify that facilities and testing equipment are available and comply with testing standards.
- c. The contractor shall ensure all instrumentation is calibrated in accordance with the manufacturer's instructions. To document the calibration procedure, the contractor shall record the following information in the daily logbook or in a separate calibration logbook:
 1. Date and Time of Calibration.
 2. Identification of Instrumentation including model and serial number.
 3. Signature of person conducting the calibration with a positive statement that the calibration was performed in accordance with the manufacturer's instructions.
 4. The frequency of calibration shall be conducted daily prior to use, unless the instrumentation's technical manual specifically indicates a longer period between calibration is permitted. In this case, the manufacturer's longer calibration period must be documented in the logbook.
- d. Verify that recording forms and test identification control number system, including all of the test documentation requirements, have been prepared.
- e. Any water sampling equipment that is reused must be decontaminated by washing with a laboratory grade soapy solution and a triple rinse with deionized water. This is normally accomplished by immersion of sampling equipment in four separate containers with soapy solution and 3 rinse water. Another acceptable method is to use laboratory squeeze bottles to wash and rinse the equipment. Scrubbing is only necessary if visual dirt is present after washing.
- f. Results of all tests taken, both passing and failing tests, will be recorded on the Water Quality Reporting forms provided by the Government.

3.7.2 Testing Laboratories

3.7.2.1 Capability Check

The Government reserves the right to check laboratory and field test equipment in the proposed laboratory for compliance with the standards set forth in the contract specifications and to check the laboratory technician's testing procedures and techniques. The Contractor shall employ primary and QA laboratories, certified by the State of California, Department of Health Services, capable of performing the water quality testing and analysis as specified herein.

3.7.3 Furnishing or Transportation of Samples for Testing

Costs incidental to the transportation of samples or materials will be borne by the Contractor. Samples of materials for test verification and acceptance testing by the Government shall be delivered to the QA laboratory designated by the Contracting Officer.

3.8 COMPLETION INSPECTION

3.8.1 Punch-Out Inspection

Near the end of the work, or any increment of the work established by a time stated in the Special Clause, "Commencement, Prosecution, and Completion of Work", or by the specifications, the CQC Manager shall conduct an inspection of the work. A punch list of items which do not conform to the approved drawings and specifications shall be prepared and included in the CQC documentation, as required by paragraph DOCUMENTATION. The list of deficiencies shall include the estimated date by which the deficiencies will be corrected. The CQC System Manager or staff shall make a second inspection to ascertain that all deficiencies have been corrected.

Once this is accomplished, the Contractor shall notify the Government that the facility is ready for the Government Pre-Final inspection.

3.8.2 Pre-Final Inspection

At the completion of all work or any increment thereof established by a completion time stated in Section 00800, Paragraph, CONTRACT PERFORMANCE PERIOD, or stated elsewhere in the specifications, the CQC System Manager shall conduct an inspection of the work and develop a "punch list" of items which do not conform to the approved drawings and specifications. Such a list of deficiencies shall be included in the CQC documentation, as required by paragraph DOCUMENTATION below, and shall include the estimated date by which the deficiencies will be corrected. The Contractor's CQC System Manager shall ensure that all items on this list have been corrected and so notify the Government so that a "Final" inspection with the customer can be scheduled. Any items noted on the "Final" inspection shall be corrected in a timely manner. These inspections and any deficiency corrections required by this paragraph will be accomplished within the time slated for completion of the entire work or any particular increment thereof if the project is divided into increments by separate completion dates.

3.9 DOCUMENTATION

The Contractor shall maintain current records providing factual evidence that required quality control activities and/or tests have been performed.

These records shall include the work of subcontractors and suppliers and shall be on an acceptable form that includes, as a minimum, the following information:

- a. Contractor/subcontractor and their area of responsibility.
- b. Operating plant/equipment with hours worked, idle, or down for repair.
- c. Work performed each day, giving location, description, and by whom. When Network Analysis (NAS) is used, identify each phase of work performed each day by NAS activity number.
- d. Test and/or control activities performed with results and references to specifications/drawings requirements, (Refer to Section: 02881 DREDGING AND DISPOSAL SITE for water quality monitoring and reporting requirements). The control phase should be identified (Preparatory, Initial, Follow-up).
- e. Quantity of materials received at the site with statement as to acceptability, storage, and reference to specifications/drawings requirements.
- f. Submittals and deliverables reviewed, with contract reference, by whom, and action taken.
- g. Offsite surveillance activities, including actions taken.
- h. Job safety evaluations stating what was checked, results, and instructions or corrective actions.
- i. Instructions given/received and conflicts in plans and/or specifications.
- j. Contractor's verification statement.

These records shall indicate a description of trades working on the project; the number of personnel working; weather conditions encountered; and any delays encountered. These records shall cover both conforming and deficient features and shall include a statement that equipment and materials incorporated in the work and workmanship comply with the contract. The original and one copy of these records in report form shall be furnished to the Government daily within 24 hours after the date covered by the report, except that reports need not be submitted for days on which no work is performed. As a minimum, one report shall be prepared and submitted for every 7 days of no work and on the last day of a no work period. All calendar days shall be accounted for throughout the life of the contract. The first report following a day of no work shall be for that day only. Reports shall be signed and dated by the CQC System Manager. The report from the CQC System Manager shall include copies of test reports and copies of reports prepared by all subordinate quality control personnel.

3.10 IMPLEMENTATION OF GOVERNMENT RESIDENT MANAGEMENT SYSTEM

The Contractor shall utilize a Government furnished CQC Daily Report Form. This form may be in addition to other Contractor desired reporting forms. However, all other such reporting forms shall be consolidated into this one Government furnished Daily CQC Report Form. The Contractor will also be required to complete Government-Furnished Input Forms which lists, but is not limited to, Prime Contractor staffing; letter codes; planned cumulative progress earnings; subcontractor information showing trade, name, address, and insurance expiration dates; definable features of work; pay activity and activity information; required Quality Control tests tied to individual activities; planned User Schooling tied to specific specification paragraphs and Contractor activities; and submittal information relating to specification section, description, activity number, review period and expected procurement period. The sum of all activity values shall equal the contract amount, and all Bid Items shall be separately identified, in accordance with the PRICING SCHEDULE. These forms shall be completed to the satisfaction of the Contracting Officer prior to any contract payment (except for Bonds, Insurance and/or Mobilization, as approved by the Contracting Officer) and shall be updated as required.

a. During the course of the contract, the Contractor will receive various Quality Assurance comments from the Government that will reflect corrections needed to Contractor activities or reflect outstanding or future items needing the attention of the Contractor. The Contractor will acknowledge receipt of these comments by specific number reference on his Daily CQC Report and will also reflect on his Daily CQC report when these items are specifically completed or corrected.

b. The Contractor's schedule system shall include, as specific and separate activities, all Preparatory Phase Meetings (inspections); all O&M Manuals; and all Test Plans of Electrical and Mechanical Equipment or Systems that require validation testing or instructions to Government Representatives.

3.11 SAMPLE FORMS

Sample forms enclosed at the end of this section.

1. Test Report Form
2. Daily Contractor Quality Control Form
3. Preparatory Inspection Report Form
4. Weekly/Monthly Summary Water Quality Reporting Form, Sacramento River
5. Weekly/Monthly Summary Water Quality Reporting Form, San Joaquin River

3.12 NOTIFICATION OF NONCOMPLIANCE

The Contracting Officer will notify the Contractor of any detected noncompliance with the foregoing requirements. The Contractor shall take immediate corrective action after receipt of such notice. Such notice, when delivered to the Contractor at the work site, shall be deemed sufficient for the purpose of notification. If the Contractor fails or refuses to comply promptly, the Contracting Officer may issue an order

stopping all or part of the work until satisfactory corrective action has been taken. No part of the time lost due to such stop orders shall be made the subject of claim for extension of time or for excess costs or damages by the Contractor.

-- End of Section --

(Sample of typical Contractor's Test Report)

TEST REPORT

STRUCTURAL OR BUILDING _____

CONTRACT NO. _____

DESCRIPTION OF ITEM, SYSTEM OR PART OF SYSTEM TESTED: _____

DESCRIPTION OF TEST: _____

NAME AND TITLE OF PERSON IN CHARGE OF PERFORMING TESTS FOR CONTRACTOR:

NAME _____

TITLE _____

SIGNATURE _____

I HEREBY CERTIFY THAT THE ABOVE DESCRIBED ITEM, SYSTEM OR PART OF SYSTEM HAS BEEN TESTED AS INDICATED ABOVE AND FOUND TO BE ENTIRELY SATISFACTORY AS REQUIRED IN THE CONTRACT SPECIFICATIONS.

SIGNATURE OF CONTRACTOR QUALITY CONTROL INSPECTOR
DATE _____

REMARKS: _____

(Sample of Typical DAILY CONSTRUCTION QUALITY CONTROL REPORT)

CONTRACTOR'S NAME
(Address)

DAILY CONSTRUCTION QUALITY CONTROL REPORT

Date: _____ Report No. _____

Contract No.: _____

Name and Location of Project: _____

WEATHER: (Clear) (P. Cloudy) (Cloudy) Temperature: _____

Rainfall _____ Inches Min., _____ Max., _____

Contractor/Subcontractors	Area of Responsibility
a. _____	_____
b. _____	_____
c. _____	_____
d. _____	_____
e. _____	_____
f. _____	_____
g. _____	_____

1. WORK PERFORMED TODAY: (Indicate location and description of work performed. Refer to work performed by prime and/or subcontractors by letter in Table above.)

2. PREPARATORY INSPECTION FOR NEXT ITEM OF WORK: (Materials/shop drawings approved, required control testing arranged, all preliminary work has been accomplished as per plans and specifications.)

3. INITIAL INSPECTION: (Address quality of workmanship, assure control testing and materials being used in all work are in compliance with plans and specifications).

4. FOLLOW-UP INSPECTIONS: (Assure control testing performed as required and all work performed continues to be in compliance with plans and specifications).

5. VERBAL INSTRUCTIONS RECEIVED: (List any instructions given by Government personnel on construction deficiencies, retesting required, etc., with action to be taken.)

6. REMARKS: (Cover any conflicts in plans, specifications, or instructions or any delay to the job attributable to weather conditions.)

7. RESULTS OF SAFETY INSPECTION: (Note safety violations and corrective action taken. Indicate phase of work where violations occurred.)

8. UPCOMING WORK: (Indicate next major phase of work anticipated and approximate date of Preparatory Inspection meeting to cover this work.)

EQUIPMENT DATA: (Indicate items of construction equipment, other than hand tools, at the job site and whether or not used.)

CONTRACTOR'S VERIFICATION: The above report is complete and correct and all material and equipment used and work performed during this reporting period area in compliance with the contract plans and specifications except as noted above.

Contractor's Approved/Authorized
Representative

(Sample of Typical Form)

PREPARATORY INSPECTION OUTLINE
(PART-I)

Contract No.: _____ Date: _____

Title and No. of Technical Section: _____

Reference Contract Drawings: _____

A. PLANNED ATTENDANTS:

	<u>NAME</u>	<u>POSITION</u>	<u>COMPANY</u>
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____
4.	_____	_____	_____

B. SUBMITTALS REQUIRED TO BEGIN WORK:

	<u>ITEM</u>	<u>SUBMITTAL NO.</u>	<u>ACTION CODE</u>
a.	_____	_____	_____
b.	_____	_____	_____
c.	_____	_____	_____
d.	_____	_____	_____

I HEREBY DECLARE THAT THE ABOVE REQUIRED MATERIALS DELIVERED TO THE JOBSITE
ARE CERTIFIED TO BE THE SAME AS THOSE SUBMITTED AND APPROVED.

QUALITY CONTROL REPRESENTATIVE

C. EQUIPMENT TO BE USED IN EXECUTING WORK:

a.	_____
b.	_____
c.	_____

D. WORK AREAS EXAMINED TO ASCERTAIN THAT ALL PRELIMINARY WORK HAS BEEN
COMPLETED:

E. METHODS AND PROCEDURES FOR PERFORMING QUALITY CONTROL - INCLUDING SPECIFIC
TESTING REQUIREMENTS:

F. COMPLIANCE WITH AND UPGRADING OF THE SAFETY PLAN AND ACTIVITY HAZARD
ANALYSIS INCLUDING REVIEW OF THE ACTIVITY ANALYSIS WITH EACH WORKER:

THE ABOVE METHODS AND PROCEDURES OUTLINED ARE CERTIFIED TO COMPLY WITH THE
CONTRACT REQUIREMENTS AND WILL BE PERFORMED AS PLANNED AND SPECIFIED.

QUALITY CONTROL REPRESENTATIVE

(Sample of Typical Form)

PREPARATORY INSPECTION OUTLINE
(PART - II)

A. PERSONS IN ATTENDANCE:

	<u>NAME</u>	<u>POSITION</u>	<u>COMPANY</u>
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____
4.	_____	_____	_____
5.	_____	_____	_____
6.	_____	_____	_____

B. ITEMS OF MUTUAL UNDERSTANDING DEVELOPED DURING REVIEW OF PREPARATORY OUTLINE AND CONTRACT REQUIREMENTS: (Contract items not specifically covered during the preparatory inspection conference are assumed to be in strict conformance with the contract requirements.)

1.	_____
2.	_____
3.	_____
4.	_____
5.	_____
6.	_____
7.	_____
8.	_____

THE ITEMS NOTED ABOVE CONSTITUTE A MEMORANDUM OF MUTUAL UNDERSTANDING AND WILL BE PERFORMED AS PLANNED AND SPECIFIED.

CONTRACTOR'S APPROVED/AUTHORIZED REPRESENTATIVE

(Sample of Typical Form)

INITIAL PHASE CHECK LIST

Contract No.: _____ Date: _____

Specification Paragraph or Section: _____

Description and Location of Work Inspected: _____

REFERENCE CONTRACT DRAWINGS: _____

A. PERSONNEL PRESENT:

	<u>NAME</u>	<u>POSITION</u>	<u>COMPANY</u>
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____
4.	_____	_____	_____

B. MATERIALS BEING USED ARE IN STRICT COMPLIANCE WITH THE CONTRACT PLANS AND SPECIFICATIONS: YES _____ NO _____

IF NOT, EXPLAIN: _____

C. PROCEDURES AND/OR WORK METHODS WITNESSED ARE IN STRICT COMPLIANCE WITH THE CONTRACT SPECIFICATIONS: YES _____ NO _____

IF NOT, EXPLAIN: _____

D. WORKMANSHIP IS ACCEPTABLE: YES _____ NO _____

STATE AREAS WHERE IMPROVEMENT IS NEEDED: _____

E. SAFETY VIOLATIONS NOTED: YES _____ NO _____

IF YES, CORRECTIVE ACTION TAKEN: _____

QUALITY CONTROL REPRESENTATIVE

STOCKTON MAINTENANCE DREDGING
REPORTING PERIOD COVERED: _____
CONTRACT NUMBER: _____

WEEKLY/MONTHLY SUMMARY
WATER QUALITY REPORT
FIELD DATA & LAB DATA
DISPOSAL SITE

CERTIFICATION STATEMENT

I certify under penalty of law that I have personally examined and am familiar with the information submitted in this document and all attachments and that, based on my inquiry of those individuals immediately responsible for obtaining the information, I believe that the information is true, accurate, and complete, and aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment.

CALENDAR FOOTNOTE NUMBER

01-Nov	02-Nov	03-Nov	04-Nov	05-Nov	06-Nov	07-Nov	08-Nov	09-Nov	10-Nov	11-Nov	12-Nov	13-Nov	14-Nov	15-Nov	16-Nov	17-Nov	18-Nov	19-Nov	20-Nov	21-Nov	22-Nov	23-Nov	24-Nov	25-Nov	26-Nov	27-Nov	28-Nov	29-Nov
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signature _____ date _____

SAMPLE FREQUENCY	01-Nov	02-Nov	03-Nov	04-Nov	05-Nov	06-Nov	07-Nov	08-Nov	09-Nov	10-Nov	11-Nov	12-Nov	13-Nov	14-Nov	15-Nov	16-Nov	17-Nov	18-Nov	19-Nov	20-Nov	21-Nov	22-Nov	23-Nov	24-Nov	25-Nov	26-Nov	27-Nov	28-Nov	29-Nov
DISOLVED OXYGEN (mg/l) R1																													
R2																													
R3																													
R4																													
R3-ag																													
R4-ag																													
D1																													
D1-ag																													
TEMPERATURE (degrees F) R1																													
R2																													
R3																													
R4																													
R3-ag																													
R4-ag																													
D1																													
D1-ag																													
HARDNESS (in CaCO3) R1																													
R2																													
R3																													
R4																													
R3-ag																													
R4-ag																													
D1																													
D1-ag																													
pH (pH units) R1																													
R2																													
R3																													
R4																													
R3-ag																													
R4-ag																													
D1																													
D1-ag																													

DISPOSAL SITE FORM
WORKSHEET NO. 5

Footnotes/Observations

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BACKGROUND levels determined from readings collected at monitoring stations R1 and R3

STOCKTON MAINTENANCE DREDGING
REPORTING PERIOD COVERED: _____
CONTRACT NUMBER: _____

WEEKLY/MONTHLY SUMMARY
WATER QUALITY REPORT
FIELD DATA & LAB DATA

DISPOSAL SITE _____

CERTIFICATION STATEMENT

I certify under penalty of law that I have personally examined and am familiar with the information submitted in this document and all attachments and that, based on my inquiry of those individuals immediately responsible for obtaining the information, I believe that the information is true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment.

signature _____

date _____

CALENDAR FOOTNOTE NUMBER	01-Nov	02-Nov	03-Nov	04-Nov	05-Nov	06-Nov	07-Nov	08-Nov	09-Nov	10-Nov	11-Nov	12-Nov	13-Nov	14-Nov	15-Nov	16-Nov	17-Nov	18-Nov	19-Nov	20-Nov	21-Nov	22-Nov	23-Nov	24-Nov	25-Nov	26-Nov	27-Nov	28-Nov	29-Nov
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SAMPLE FREQUENCY	01-Nov	02-Nov	03-Nov	04-Nov	05-Nov	06-Nov	07-Nov	08-Nov	09-Nov	10-Nov	11-Nov	12-Nov	13-Nov	14-Nov	15-Nov	16-Nov	17-Nov	18-Nov	19-Nov	20-Nov	21-Nov	22-Nov	23-Nov	24-Nov	25-Nov	26-Nov	27-Nov	28-Nov	29-Nov
SPILLWAY FLOW (mgd) D1-4pt																													
ELECT. CONDUCTIVITY (umhos/cm)																													
R1																													
R2																													
R3																													
R4																													
R3-ag																													
R4-ag																													
D1																													
D1-ag																													
SUSPENDED SOLIDS (ft mg/l)																													
R1																													
R2																													
R3																													
R4																													
R3-ag																													
R4-ag																													
D1																													
D1-ag																													
TURBIDITY (nu)																													
R1																													
R2																													
R3																													
R4																													
R3-ag																													
R4-ag																													
D1																													
D1-ag																													

EXPIRATION FORM 54
WORKSHEET: 11-01-01

Footnotes/Observations

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- BACKGROUND levels determined from readings collected at monitoring stations R1 and R3

SACRAMENTO MAINTENANCE DREDGING
REPORTING PERIOD COVERED: _____
CONTRACT NUMBER: _____

WEEKLY/MONTHLY SUMMARY
WATER QUALITY REPORT
FIELD DATA & LAB DATA

DISPOSAL SITE

CERTIFICATION STATEMENT

I certify under penalty of law that I have personally examined and am familiar with the information submitted in this document and all attachments based on my inquiry of those individuals immediately responsible for obtaining the information. I believe that the information is true, accurate, and complete and that I have caused the information to be prepared in accordance with the requirements and that any discrepancies have been identified and explained to the best of my knowledge and belief.

CALENDAR FOOTNOTE NUMBER	1-Dec	2-Dec	3-Dec	4-Dec	5-Dec	6-Dec	7-Dec	8-Dec	9-Dec	10-Dec	11-Dec	12-Dec	13-Dec	14-Dec	15-Dec	16-Dec	17-Dec	18-Dec	19-Dec	20-Dec	21-Dec	22-Dec	23-Dec	24-Dec	25-Dec	26-Dec	27-Dec
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SAMPLE FREQUENCY CRITERIA/NOTES	1-Dec	2-Dec	3-Dec	4-Dec	5-Dec	6-Dec	7-Dec	8-Dec	9-Dec	10-Dec	11-Dec	12-Dec	13-Dec	14-Dec	15-Dec	16-Dec	17-Dec	18-Dec	19-Dec	20-Dec	21-Dec	22-Dec	23-Dec	24-Dec	25-Dec	26-Dec	27-Dec
SPILLWAY FLOW (mgd) D1 or D1-ag																											
DISSOLVED OXYGEN (mg/l) R1																											
R2																											
R3																											
R4																											
R3-ag																											
R4-ag																											
D1																											
D1-ag																											
TEMPERATURE (degrees F) R1																											
R2																											
R3																											
R4																											
R3-ag																											
R4-ag																											
D1																											
D1-ag																											
PH (pH units) R1																											
R2																											
R3																											
R4																											
R3-ag																											
R4-ag																											
D1																											
D1-ag																											

Footnote/Observations

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CRITERIA levels determined from readings collected at monitoring stations R2 and R4 (designated by light shaded cells)
Monitoring stations that are NOT APPLICABLE or NOT REQUIRED are designated by dark shaded cells

SACRAMENTO MAINTENANCE DREDGING
REPORTING PERIOD COVERED: _____
CONTRACT NUMBER: _____

WEEKLY/MONTHLY SUMMARY
WATER QUALITY REPORT
FIELD DATA & LAB DATA

DISPOSAL SITE _____

CERTIFICATION STATEMENT

I certify under penalty of law that I have personally examined and am familiar with the information submitted in this document and all attachments and that, based on my inquiry of those individuals immediately responsible for obtaining the information, I believe that the information is true, accurate, and complete. I have compared the information to the specified water quality requirements and that any discrepancies have been identified and explained. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment.

		date																											
		1-Dec	2-Dec	3-Dec	4-Dec	5-Dec	6-Dec	7-Dec	8-Dec	9-Dec	10-Dec	11-Dec	12-Dec	13-Dec	14-Dec	15-Dec	16-Dec	17-Dec	18-Dec	19-Dec	20-Dec	21-Dec	22-Dec	23-Dec	24-Dec	25-Dec	26-Dec	27-Dec	28-Dec
CALENDAR FOOTNOTE NUMBER	SPILLWAY FLOW (mgd) D1 or D1-ag																												
	DISSOLVED OXYGEN (mg/l) R1																												
TEMPERATURE (degrees F) R1	R2																												
	R3																												
	R4																												
	R3-ag																												
pH (pH units) R1	R4-ag																												
	D1																												
	D1-ag																												
	D1																												
FOOTNOTES/OBSERVATIONS	R2																												
	R3																												
	R4																												
	R3-ag																												
FOOTNOTES/OBSERVATIONS	R4-ag																												
	D1																												
	D1-ag																												
	D1																												

Footnotes/Observations	
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CRITERIA levels determined from readings collected at monitoring stations R2 and R4 (designated by light shaded cells)
Monitoring stations that are NOT APPLICABLE or NOT REQUIRED are designated by dark shaded cells

DRAFT

SACRAMENTO MAINTENANCE DREDGING
REPORTING PERIOD COVERED:
CONTRACT NUMBER:

WEEKLY/MONTHLY SUMMARY
WATER QUALITY REPORT
LABORATORY DATA

DISPOSAL SITE

CALENDAR
SAMPLING FOOTNOTE #

SELENIUM

(min DL 2.0 ug/l)
ACTUAL DL PROVIDED ()
INDICATE IF DIFFERENT FROM ABOVE
SAMPLING FREQUENCY
DATE SAMPLED

1-Dec	2-Dec	3-Dec	4-Dec	5-Dec	6-Dec	7-Dec	8-Dec	9-Dec	10-Dec	11-Dec	12-Dec	13-Dec	14-Dec	15-Dec	16-Dec	17-Dec	18-Dec	19-Dec	20-Dec	21-Dec	22-Dec	23-Dec	24-Dec	25-Dec	26-Dec	27-Dec
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CRITERIA: NOT TO CAUSE LEVELS AT MONITORING STATIONS R2 AND R4 NOT TO EXCEED 10 ug/l

R1		R2		R3		R4		R5		R6		R7		R8		R9		R10		R11		R12		R13		R14		R15		R16		R17		R18		R19		R20		R21		R22		R23		R24		R25		R26		R27		R28		R29		R30		R31		R32		R33		R34		R35		R36		R37		R38		R39		R40		R41		R42		R43		R44		R45		R46		R47		R48		R49		R50		R51		R52		R53		R54		R55		R56		R57		R58		R59		R60		R61		R62		R63		R64		R65		R66		R67		R68		R69		R70		R71		R72		R73		R74		R75		R76		R77		R78		R79		R80		R81		R82		R83		R84		R85		R86		R87		R88		R89		R90		R91		R92		R93		R94		R95		R96		R97		R98		R99		R100		R101		R102		R103		R104		R105		R106		R107		R108		R109		R110		R111		R112		R113		R114		R115		R116		R117		R118		R119		R120		R121		R122		R123		R124		R125		R126		R127		R128		R129		R130		R131		R132		R133		R134		R135		R136		R137		R138		R139		R140		R141		R142		R143		R144		R145		R146		R147		R148		R149		R150		R151		R152		R153		R154		R155		R156		R157		R158		R159		R160		R161		R162		R163		R164		R165		R166		R167		R168		R169		R170		R171		R172		R173		R174		R175		R176		R177		R178		R179		R180		R181		R182		R183		R184		R185		R186		R187		R188		R189		R190		R191		R192		R193		R194		R195		R196		R197		R198		R199		R200		R201		R202		R203		R204		R205		R206		R207		R208		R209		R210		R211		R212		R213		R214		R215		R216		R217		R218		R219		R220		R221		R222		R223		R224		R225		R226		R227		R228		R229		R230		R231		R232		R233		R234		R235		R236		R237		R238		R239		R240		R241		R242		R243		R244		R245		R246		R247		R248		R249		R250		R251		R252		R253		R254		R255		R256		R257		R258		R259		R260		R261		R262		R263		R264		R265		R266		R267		R268		R269		R270		R271		R272		R273		R274		R275		R276		R277		R278		R279		R280		R281		R282		R283		R284		R285		R286		R287		R288		R289		R290		R291		R292		R293		R294		R295		R296		R297		R298		R299		R300		R301		R302		R303		R304		R305		R306		R307		R308		R309		R310		R311		R312		R313		R314		R315		R316		R317		R318		R319		R320		R321		R322		R323		R324		R325		R326		R327		R328		R329		R330		R331		R332		R333		R334		R335		R336		R337		R338		R339		R340		R341		R342		R343		R344		R345		R346		R347		R348		R349		R350		R351		R352		R353		R354		R355		R356		R357		R358		R359		R360		R361		R362		R363		R364		R365		R366		R367		R368		R369		R370		R371		R372		R373		R374		R375		R376		R377		R378		R379		R380		R381		R382		R383		R384		R385		R386		R387		R388		R389		R390		R391		R392		R393		R394		R395		R396		R397		R398		R399		R400		R401		R402		R403		R404		R405		R406		R407		R408		R409		R410		R411		R412		R413		R414		R415		R416		R417		R418		R419		R420		R421		R422		R423		R424		R425		R426		R427		R428		R429		R430		R431		R432		R433		R434		R435		R436		R437		R438		R439		R440		R441		R442		R443		R444		R445		R446		R447		R448		R449		R450		R451		R452		R453		R454		R455		R456		R457		R458		R459		R460		R461		R462		R463		R464		R465		R466		R467		R468		R469		R470		R471		R472		R473		R474		R475		R476		R477		R478		R479		R480		R481		R482		R483		R484		R485		R486		R487		R488		R489		R490		R491		R492		R493		R494		R495		R496		R497		R498		R499		R500		R501		R502		R503		R504		R505		R506		R507		R508		R509		R510		R511		R512		R513		R514		R515		R516		R517		R518		R519		R520		R521		R522		R523		R524		R525		R526		R527		R528		R529		R530		R531		R532		R533		R534		R535		R536		R537		R538		R539		R540		R541		R542		R543		R544		R545		R546		R547		R548		R549		R550		R551		R552		R553		R554		R555		R556		R557		R558		R559		R560		R561		R562		R563		R564		R565		R566		R567		R568		R569		R570		R571		R572		R573		R574		R575		R576		R577		R578		R579		R580		R581		R582		R583		R584		R585		R586		R587		R588		R589		R590		R591		R592		R593		R594		R595		R596		R597		R598		R599		R600		R601		R602		R603		R604		R605		R606		R607		R608		R609		R610		R611		R612		R613		R614		R615		R616		R617		R618		R619		R620		R621		R622		R623		R624		R625		R626		R627		R628		R629		R630		R631		R632		R633		R634		R635		R636		R637		R638		R639		R640		R641		R642		R643		R644		R645		R646		R647		R648		R649		R650		R651		R652		R653		R654		R655		R656		R657		R658		R659		R660		R661		R662		R663		R664		R665		R666		R667		R668		R669		R670		R671		R672		R673		R674		R675		R676		R677		R678		R679		R680		R681		R682		R683		R684		R685		R686		R687		R688		R689		R690		R691		R692		R693		R694		R695		R696		R697		R698		R699		R700		R701		R702		R703		R704		R705		R706		R707		R708		R709		R710		R711		R712		R713		R714		R715		R716		R717		R718		R719		R720		R721		R722		R723		R724		R725		R726		R727		R728		R729		R730		R731		R732		R733		R734		R735		R736		R737		R738		R739		R740		R741		R742		R743		R744		R745		R746		R747		R748		R749		R750		R751		R752		R753		R754		R755		R756		R757		R758		R759		R760		R761		R762		R763		R764		R765		R766		R767		R768		R769		R770		R771		R772		R773		R774		R775		R776		R777		R778		R779		R780		R781		R782		R783		R784		R785		R786		R787		R788		R789		R790		R791		R792		R793		R794		R795		R796		R797		R798		R799		R800		R801		R802		R803		R804		R805		R806		R807		R808		R809		R810		R811		R812		R813		R814		R815		R816		R817		R818		R819		R820		R821		R822		R823		R824		R825		R826		R827		R828		R829		R830		R831		R832		R833		R834		R835		R836		R837		R838		R839		R840		R841		R842		R843		R844		R845		R846		R847		R848		R849		R850		R851		R852		R853		R854		R855		R856		R857		R858		R859		R860		R861		R862		R863		R864		R865		R866		R867		R868		R869		R870		R871		R872		R873		R874		R875		R876		R877		R878		R879		R880		R881		R882		R883		R884		R885		R886		R887		R888		R889		R890		R891		R892		R893		R894		R895		R896		R897		R898		R899		R900		R901		R902		R903		R904		R905		R906		R907		R908		R909		R910		R911		R912		R913		R914		R915		R916		R917		R918		R919		R920		R921		R922		R923		R924		R925		R926		R927		R928		R929		R930		R931		R932		R933		R934		R935		R936		R937		R938		R939		R940		R941		R942		R943		R944		R945		R946		R947		R948		R949		R950		R951		R952		R953		R954		R955		R956		R957		R958		R959		R960		R961		R962		R963		R964		R965		R966		R967		R968		R969		R970		R971		R972		R973		R974		R975		R976		R977		R978		R979		R980		R981		R982		R983		R984		R985		R986		R987		R988		R989		R990		R991		R992		R993		R994		R995		R996		R997		R998		R999		R1000		R1001		R1002		R1003		R1004		R1005		R1006		R1007		R1008		R1009		R1010		R1011		R1012		R1013		R1014		R1015		R1016		R1017		R1018		R1019		R1020		R1021		R1022		R1023		R1024		R1025		R1026		R1027		R1028		R1029		R1030		R1031		R1032		R1033		R1034		R1035		R1036		R1037		R	
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SACRAMENTO MAINTENANCE DREDGING
REPORTING PERIOD COVERED:
CONTRACT NUMBER:

WEEKLY/MONTHLY SUMMARY
WATER QUALITY REPORT
FIELD DATA & LAB DATA

DISPOSAL SITE

CERTIFICATION STATEMENT

I certify under penalty of law that I have personally examined and am familiar with the information submitted in this document and all attachments and that, based on my inquiry of those individuals immediately responsible for obtaining the information, I believe that the information is true, accurate, and complete, and that there are no omissions or material misstatements of fact. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment.

CALENDAR FOOTNOTE NUMBER	SAMPLE FREQUENCY	date																											
		1-Dec	2-Dec	3-Dec	4-Dec	5-Dec	6-Dec	7-Dec	8-Dec	9-Dec	10-Dec	11-Dec	12-Dec	13-Dec	14-Dec	15-Dec	16-Dec	17-Dec	18-Dec	19-Dec	20-Dec	21-Dec	22-Dec	23-Dec	24-Dec	25-Dec	26-Dec	27-Dec	28-Dec
TURBIDITY (ntu)	R1																												
	R2																												
	R3																												
	R4																												
SETTLABLE MATTER (mg/L)	R1																												
	R2																												
	R3																												
	R4																												
SUSPENDED SOLIDS (mg/L)	R1																												
	R2																												
	R3																												
	R4																												

Footnote/Comments

1
2
3
4

CRITERIA: Levels determined from readings collected at monitoring stations R2, R4, and D-1 (designated by lightly shaded cells).
Monitoring stations that are NOT APPLICABLE or NOT REQUIRED are designated by darkly shaded cells.

DRAFT

SECTION TABLE OF CONTENTS

DIVISION 01 - GENERAL REQUIREMENTS

SECTION 01500

TEMPORARY CONSTRUCTION FACILITIES

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- 1.5 HOUSEKEEPING AND CLEANUP

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-- End of Section Table of Contents --

SECTION 01500

TEMPORARY CONSTRUCTION FACILITIES

PART 1 GENERAL

1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.

U.S. ARMY CORPS OF ENGINEERS

EM 385-1-1 Safety and Health Requirements Manual
(3 September 1996).

1.2 GENERAL REQUIREMENTS

1.2.1 Site Plan

The Contractor shall prepare a site plan indicating the proposed location and dimensions of any area to be fenced and used by the Contractor, the number of trailers to be used, avenues of ingress/egress to the fenced area and details of the fence installation. Any areas which may have to be graveled to prevent the tracking of mud shall also be identified. The Contractor shall also indicate if the use of a supplemental or other staging area is desired.

1.2.2 Identification of Employees

The Contractor shall be responsible for furnishing to each employee and for requiring each employee engaged on the work to display identification as approved and directed by the Contracting Officer. Prescribed identification shall immediately be delivered to the Contracting Officer for cancellation upon release of any employee. Contractor and subcontractor personnel shall wear identifying markings on hard hats clearly identifying the company for whom the employee works.

1.2.3 Employee Parking

Contractor employees shall park privately owned vehicles in an area designated by the Contracting Officer. This area will be within reasonable walking distance of the site. Contractor employee parking shall not interfere with existing and established parking requirements.

1.3 BULLETIN BOARD AND HARD HAT SIGNS

1.3.1 Administrative Field Offices

Immediately upon beginning of work, the Contractor shall provide a weatherproof glass-covered bulletin board not less than 915 by 1220 mm (36

by 48 inches) in size for displaying the Equal Employment Opportunity poster, a copy of the wage decision contained in the contract, Wage Rate Information poster, and other information approved by the Contracting Officer. The bulletin board shall be located at the project site in a conspicuous place easily accessible to all employees, as approved by the Contracting Officer. Legible copies of the aforementioned data shall be displayed until work is completed. Upon completion of work the bulletin board shall be removed by and remain the property of the Contractor.

1.3.2 Hard Hat Signs

The Contractor shall construct and erect 2 hard hat signs at locations designated by the Contracting Officer. The signs shall conform to the requirements of the attached drawing. The signs shall be erected prior to beginning work.

1.4 PLANT COMMUNICATION

Whenever the Contractor has the individual elements of its plant so located that operation by normal voice between these elements is not satisfactory, the Contractor shall install a satisfactory means of communication, such as telephone or other suitable devices. The devices shall be made available for use by Government personnel.

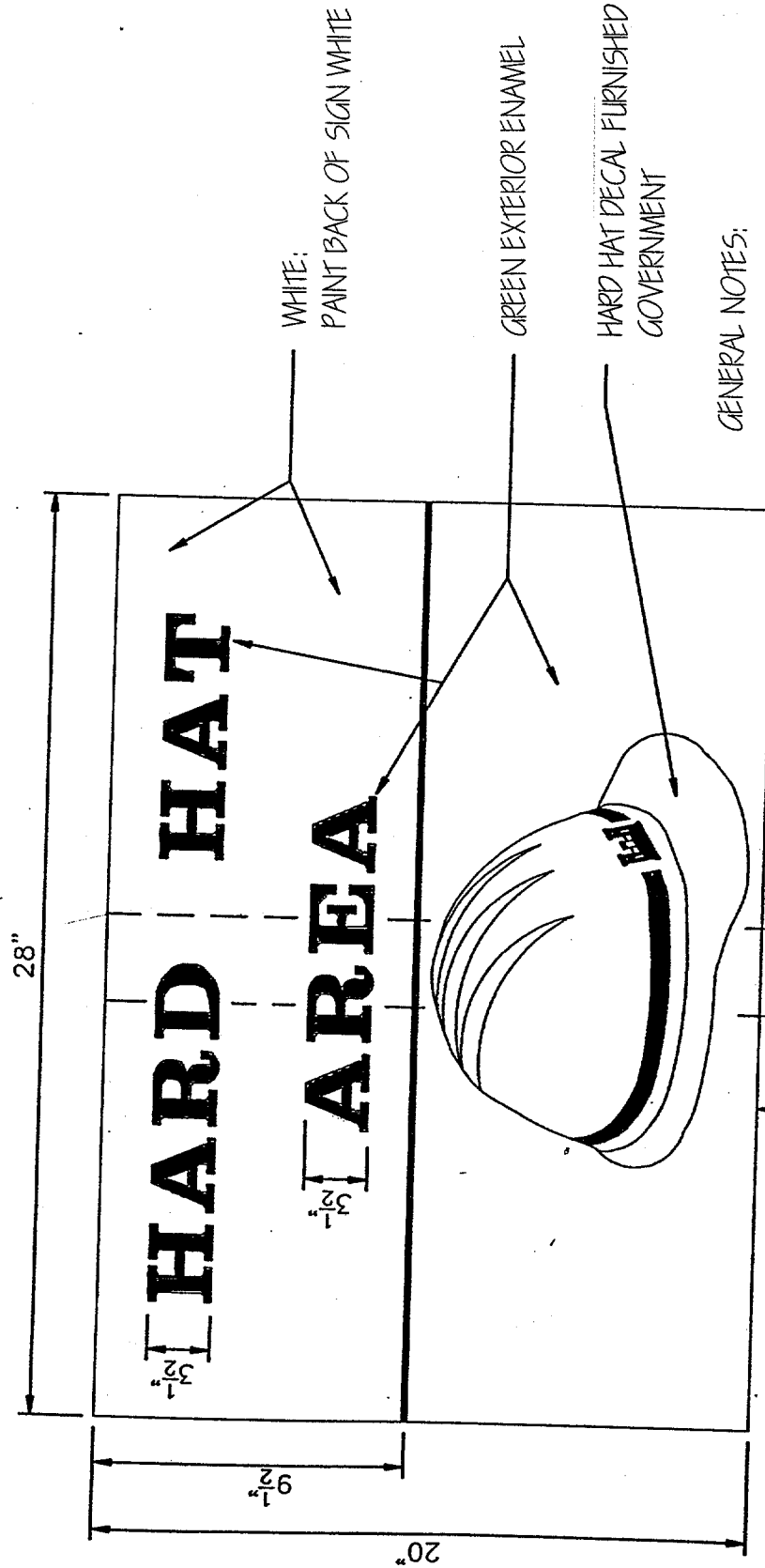
1.5 HOUSEKEEPING AND CLEANUP

Pursuant to the requirements of paragraph, CLEANING UP, and paragraph, ACCIDENT PREVENTION, of the CONTRACT CLAUSES, Section 00700, the Contractor shall assign sufficient personnel to insure strict compliance. The Contractor shall keep the total construction area, structures and accessways free of debris and obstructions at all times. Work will not be allowed in those areas that have unsatisfactory cleanup and housekeeping as determined by the Government representative in charge. At least once each day all areas shall be checked by the Prime Contractor and, if necessary, corrected to comply with the above requirement. Housekeeping and cleanup shall be assigned by the Contractor to specific personnel. The name(s) of the cleanup personnel shall be available at the project site; each will be supplied with a distinctively marked hard hat, to be worn from the beginning to the end of the project.

PART 2 PRODUCTS (NOT APPLICABLE)

PART 3 EXECUTION (NOT APPLICABLE)

-- End of Section --



GENERAL NOTES:

1. Green & White Paint shall be semi-gloss exterior enamel.
2. Bolt Sign to post with 1 / 2" dia. Carriage Bolts (2).

STANDARD DETAIL
HARD HAT SIGNU.S. ARMY ENGINEER DISTRICT
SACRAMENTODrawn T. Tufts
Checked R. Simmons
Not to Scale
DEC 1998

File No. 80-25-774

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SECTION 01505

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SECTION 01505

GENERAL REQUIREMENTS

PART 1 GENERAL

1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.

U.S. ARMY CORPS OF ENGINEERS

EM 385-1-1 SAFETY AND HEALTH REQUIREMENTS MANUAL, 1996

1.2 SUBMITTALS

Government approval is required for submittals with a "GA" designation; submittals having an "FIO" designation are for information only. The following shall be submitted in accordance with Section 01330, SUBMITTAL DESCRIPTIONS:

SD-09 Reports, Marine Survey; FIO (Para. 1.6(F))

1.3 TEMPORARY ELECTRIC WIRING

(A) Temporary Power and Lighting:

The Contractor shall provide construction power facilities in accordance with the safety requirements of the National Electrical Code NFPA No. 70 and the SAFETY AND HEALTH REQUIREMENTS MANUAL EM 385-1-1. The Contractor, or his delegated subcontractor, shall enforce all the safety requirements of electrical extensions for the work of all subcontractors. All work shall be accomplished by skilled electrical tradesmen in a workmanlike manner, as approved by the Contracting Officer.

(B) Construction Equipment:

In addition to the requirements of EM 385-1-1, SAFETY AND HEALTH REQUIREMENTS MANUAL, all temporary wiring conductors installed for operation of construction tools and equipment shall be either Type TW or THW contained in metal raceways, or may be multiconductor cord. Temporary wiring shall be secured above the ground or floor in a workmanlike manner and shall not present an obstacle to persons or equipment. Open wiring may only be used outside of buildings, and then only in strict accordance with the provisions of the National Electrical Code.

(C) Circuit Protection:

In addition to the present requirements in EM 385-1-1 and the National Electrical Code, all 15 and 20-ampere receptacle outlets used for obtaining power during construction shall have ground fault circuit interrupters (GFCI) for personnel protection. The assured grounding program will not be permitted

as a substitute for usage of GFCI'S except as described above. All generator-powered 15- and 20-ampere, 60 Hertz receptacle outlets shall have GFCI'S, and shall be properly grounded. A testing means shall be provided which will impose a measured fault of 5 milliamperes and result in tripping the GFCI unit.

1.4 UTILITIES

The Contractor's attention is directed to the possible existence of pipelines or public utilities or private improvements shown or not shown on the task order drawings which may be within the limits of the work or adjacent thereto. The Contractor shall preserve and protect any such improvements from injury or damage during all operations. No spuds shall be used and no overdepth dredging will be allowed within 50 ft of any utility, whether or not shown on the task order drawings. Some utilities may not be visually identified by warning signs. Any utility crossings shown on the task order drawings have not been accurately located. The drawings show only approximate or general locations of utilities. The Contractor shall contact utility owners prior to dredging. No relief will be granted under CONTRACT CLAUSES, "Differing Site Conditions" or "Site Investigation and Conditions Affecting the Work" for failure of the Contractor to locate the utilities.

1.5 GENERAL SAFETY REQUIREMENTS

(A) General:

The Corps of Engineers Safety and Health Requirements Manual, EM 385-1-1, (see Section: CONSTRUCTION CONTRACT CLAUSES, ACCIDENT PREVENTION) and the Occupational Safety and Health Act (OSHA) Standards for Construction (Title 29, Code of Federal Regulations Part 1926 as revised from time to time); General Industry Standards (Title 29, Code of Federal Regulations Part 1910 as revised from time to time); and the National Fire Protection Association Codes are applicable to this contract. In case of conflict the most stringent requirement of the standards is applicable.

(B) The Prime Contractor's superintendent

The Prime Contractor's superintendent shall take an active role in enforcing the safety requirements by participation in safety conferences, hazard analysis (see below), tool box meetings, walk-through inspections, correction of violations, etc., and including that of the subcontractor's work.

(C) Job Hazard Analysis:

Based on the construction schedule, the Contractor shall submit a job hazard analysis of each major phase of work prior to entering that phase of activity. The analysis shall include major or high risk hazards, as well as commonly recurring deficiencies that might possibly be encountered for that operation, and shall identify proposed methods and techniques of accomplishing each phase in a safe manner. The Prime Contractor's superintendent shall take active participation in the Job Hazard Analysis, including the subcontractors'

work. Prior to start of actual work a meeting shall be held with Prime Contractor, Government, and affected subcontractor to review the Job Hazard Analysis. In addition, job site meetings shall be held to indoctrinate foreman and workers on details of this analysis.

(D) Violations:

If recurring violations and/or gross violation indicate that the safety performance is unsatisfactory, corrective action shall be taken as directed, and at the discretion of the Contracting Officer the retention or some part thereof will be withheld from the progress payment until corrective action has been completed.

(E) Fire Prevention:

Cutting or welding will be permitted only in areas that are or have been made fire safe. Where possible, all combustibles shall be located at least 35 feet horizontally from the work site. Where such location is impracticable, combustibles shall be protected with fire blankets and/or protective welding screens to prevent slag from running out of the work area. Other fire prevention precautions shall be in accordance with the latest National Fire Codes.

(1) Oil Transfer Procedures: Fuel oil transfer procedures for all floating plant regardless of fuel capacity, shall comply with the requirements of U.S. Coast Guard Regulations, 46 CFR and 33 CFR Parts 155 and 156.

(a) Basic Requirements: For the purpose of this specification, paragraphs 6(E)(1)(a)1. to 6(E)(1)(a)7. shall be considered the minimum requirements for fuel/oil transfers.

1. Floating plant moorings must be strong enough to hold during all expected conditions of surge, current, and weather.

2. Fuel oil transfer hoses and loading arms must be long enough to allow floating plant to move to the limits of its moorings without placing strain on the hose, loading arm, or fuel/oil transfer system.

3. Each hose shall be supported to prevent kinking or other damage to the hose or its coupling.

4. The transfer system must be attached to a fixed connection on the floating plant and the transferring facility, except that when the floating plant is receiving fuel, an automatic back pressure shutoff nozzle may be used. An acceptable fixed connection shall be either a bolted or full threaded connection or a quick-connect coupling.

5. A means of containing any overflow from tank vents and fill pipes must be provided unless an automatic back pressure shut-off nozzle is used.

6. An emergency means for stopping the flow of fuel oil must be provided.

7. At all times there shall be a person present to observe fueling operations.

(F) Equipment Certification and Inspection:

(1) Equipment Certification: Before any marine plant or equipment is put into use on the job, it shall be inspected and tested by a qualified person and it will be certified by the Contractor in writing that the plant or equipment is in safe operating condition and complies with the applicable safety requirements of the contract. The floating plant shall be inspected by a certified Marine Survey to verify sea worthiness. A recent (within one year) marine survey with a signed statement that any problems found have been corrected may be submitted instead of a new survey. Payment for Marine Survey shall be included in the cost for Mobilization and Demobilization.

(2) Equipment Inspection: After receipt of the certification required above, a representative of the Contracting Officer may inspect all plant and equipment intended to be utilized on the work by the Contractor. All safety violations observed will be corrected immediately. The Contractor will not be permitted to use any plant or equipment on the work under this contract which has not been so inspected and approved for use. Plant and equipment inspection for safety will be made during normal working hours by the Contracting Officer or his representative. Any waiver or delay for any reason of this pre-inspection will not serve to excuse any noncompliance with safety regulations. The Contractor shall correct all safety violations immediately and shall not be permitted to use any plant or equipment on the work that is in violation of safety requirements.

(G) Protection of the Public: The Contractor shall take all necessary action to protect members of the public along the Deep Water Ship Channels during various phases of construction. The Contractor shall submit plans for public safety with his job hazard analysis of each major phase of work as required in paragraph, JOB HAZARD ANALYSIS. Such plans will include how the Contractor plans to comply with the standards contained in 33 CFR 88, "Pilot Rules for Inland Waters"; and applicable portions of the California, Harbors and Navigation Code, 1978. In addition to the above requirements, all floating lines shall have sufficient floats to suspend the full pipe above the water surface at all times while in service. All pipeline not in service shall be anchored and placed parallel to the bank. Submerged lines in service shall be weighted, if necessary, in order that they remain on the bottom of the waterway at all points, at all times. All lines whether floating, submerged, or in storage, shall be adequately marked, anchored, and lighted in conformance with U.S. Coast Guard regulations so as not to present a safety hazard to mariners.

(H) Record keeping/Reporting Requirements:

On all contract operations, the Prime Contractor shall be responsible for recording and reporting all accident exposure and experience incident work. (This includes exposure and experience of the prime contractor and his/her sub-contractor(s)). As a minimum these records shall include exposure work-hours and a log of occupational injuries and illnesses. (OSHA Form 200 or state equivalent as prescribed by 29 CFR 1904.5) Reference EM 385-1-1, 01.D.04.

(I) Accident Reporting:

As part of the requirements for reporting accidents in accordance with EM 385-1-1, Section 2, the Prime Contractor will submit at the 50% point and 100% of project completion, a written summary of worker's compensation claims filed by workers on the project. The report will include all subcontractors. The main report covering the Prime Contractor claims will be certified as "correct and true" by the Contractor's compensation insurance carrier. The same certification will be required for subcontractor reports.

1.6 PERMITS

(A) General:

Reference is made to the article of the CONTRACT CLAUSE entitled "Permits and Responsibilities," which obligates the Contractor to obtain all required licenses and permits.

(B) Coordination:

Whenever a task order is issued, the Contractor shall notify the following interested parties:

(1) The Contractor shall notify the Captain of the Port, 11th Coast Guard District, USCG-SF Bay, Coast Guard Island, Alameda, CA 94501-5100 at (510)437-2969 of the scheduled dredge working hours and locations within 72 hours of the Notice to Proceed. In addition, the Marine Safety Office, Port Safety Branch Chief (510) 437-3073, at the same address shall be notified in writing, with a copy to the Contracting Officer, at least 3 weeks prior to the date when aids to navigation equipment needs to be removed, if it is determined that removal or relocation of such equipment is necessary. When dredging is completed, the Contractor shall again notify the Marine Safety Officer.

(2) Sacramento Port District: If dredging on the Sacramento River Deep Water Ship Channel is required, the Contractor shall notify the Sacramento Port District, 3251 Beacon Blvd, West Sacramento, California, 95691, telephone (916) 371-8000, Attn: Tom Scheeler at least 2 weeks prior to beginning work in the Sacramento Deep Water Ship Channel and again just prior to disposal of dredge material at any disposal areas.

(3) Stockton Port District: If dredging on the Stockton Deep Water Ship Channel is required, the Contractor shall notify the Stockton Port District, P.O. Box 2089 Stockton, California 95201, telephone (209) 946-0246, Attn: Gary Gentry at least 2 weeks prior to beginning work in the Stockton Deep Water Ship Channel and again just prior to disposal of dredge material at any disposal area.

(4) San Francisco Bar Pilots: The Contractor shall notify the San Francisco Bar Pilots, P.O. Box 26409, San Francisco, CA 94126, (415) 362-5436, Attn: CPT Carl Bowler, at least two weeks prior to the initiation of dredging and shall inform them of the anticipated dredging schedule and

procedures to allow passage of vessels (see Paragraph 1.15(B), Obstruction of Channel).

(5) The California Regional Water Quality Control Board, Central Valley Region, Attn: Ms. Donna Podger, 3443 Routier Road, Sacramento, California 95827-3098, telephone (916) 255-3022, shall be notified at least two (2) weeks prior to beginning of dredging.

(6) The following is a partial listing of utility owners or other organizations which may have an underground utilities crossing the channel or have information relating to such utilities. The identification and location of all utilities is the responsibility of the Contractor.

- (a) Natural Gas Corporation
- (b) Pacific Gas & Electric Company
- (c) Brazos Oil Company
- (d) City of Stockton, Department of Public Works
- (e) East Bay Municipal Utility District
- (f) Union Pacific Railroad
- (g) Standard Oil
- (h) Underground Service Alert (U.S.A.)

1.7 CONTRACTOR RESPONSIBILITIES

The work under this contract requires the Contractor to dredge/excavate materials in close vicinity to private property. The Contractor shall take proper safety precautions in his operations.

1.8 BID ITEM OVERRUN

Throughout the contract, (at a minimum, every two weeks) the Contractor shall be responsible to monitor placement or installation of unit price items (if any) with respect to the original estimated quantities shown in the task order. If placement or installation indicates a possible overrun with respect to the original estimated quantities shown in the task order, the Contractor shall immediately provide written notification to the Contracting Officer with revised total estimated quantities.

1.9 EQUIPMENT DATA FORM

In conjunction with paragraph, EFARS 52.231-5000 EQUIPMENT OWNERSHIP AND OPERATING EXPENSE SCHEDULE, in Section 00800, the Contractor shall furnish SPK Form 450 for all necessary equipment to perform work requiring adjustment of contract price and shall submit these forms with the modification proposals. A sample form is at the end of this section.

1.10 PAYMENT

No separate payment will be made for the work covered under this section and all costs in connection therewith will be considered a subsidiary obligation of the Contractor.

1.11 DAMAGE TO ROADS AND LEVEE

The Contractor shall preserve and protect all existing private or public access or right-of-way roads. At the completion of work and prior to the Contractor leaving the project, the Contractor shall restore to pre-project conditions all such levees, roads and their wearing surfaces. The costs for all such repairs and/or replacement work shall be at the Contractor's expense.

See Section 02881: DREDGING AND DISPOSAL SITE, Paragraph, DAMAGE TO EXISTING LEVEES, DIKES, OR STRUCTURES.

1.12 NAVIGATION

(A) Channel Traffic: Vessel traffic consists of general cargo ships, tugboats, towing barges, and smaller boats used by sportsmen and local residents.

(B) Obstruction of Channel: The Government will not undertake to keep the channel or harbor free from vessels or other obstructions. The Contractor will be required to conduct the work in such a manner as to minimize any obstruction to navigation and in case the Contractor's plant so obstructs the channel or harbor as to make difficult or endanger the passage of vessels. The said plant shall be promptly moved on the approach of any vessel to such extent as may be necessary to afford a practicable passage. The Contractor will coordinate with U.S. Coast Guard to inform them of dredging plant location and schedule, so U.S. Coast Guard can provide the Contractor with 1 to 3 hour advance notification of deep draft vessels needing passage through dredging area, and radio broadcast warnings to other vessels where dredging plant is located. Upon completion of the work the Contractor shall promptly remove his plant, including ranges, buoys, piles, and other marks placed by him under the contract in navigable waters or on shore.

1.13 NON CONTRACT WORK

The Contractor and/or his subcontractors shall not perform any work or erect any structure for third parties, landowners or otherwise, within the limits of the rights-of-way without prior approval of the Contracting Officer.

1.14 SIGNAL LIGHTS

The Contractor shall display signal lights and conduct his operations in accordance with the General Regulations of the Department of the Army and of the Coast Guard governing lights and day signals to be displayed by towing vessels with tows on which no signals can be displayed, vessels working on wrecks, dredges, and vessels engaged in laying cables or pipe or in submarine or bank protection operations, lights to be displayed on dredge pipe lines, and day signals to be displayed by vessels of more than 65 feet in length moored or anchored in a fairway or channel, and the passing by other vessels of floating plant working in navigable channels, as set forth in Commandant

U.S. Coast Guard Instruction M16672,2 Navigation Rules: International Inland (Comdtinst M16672,2) or 33 C.F.R. 81 Appendix A (International) and 33 C.F.R. 84 through 33 C.F.R. 89 (Inland) as applicable.

1.15 LAYOUT OF WORK

(a) The horizontal control for this Contract will be the well monuments shown on the task order drawings. Vertical control will be taken from the gages shown on the task order drawings. The Contractor's attention is directed to Section: CONTRACT CLAUSES, FAR 52.236-17.

(b) To ensure appropriate payment for dredging, soundings must be taken before and after dredging occurs. The Contractor shall provide written notice of the date when dredging will first occur. This notice must be received by the Contracting Officer 48 hours prior to that date. The Government will take predredge soundings based on the notice provided. If the Contractor wishes to begin dredging later than the date provided to the Government, and the Government has already taken soundings, the validity of the soundings will begin to degenerate. If the Contractor wishes to begin dredging later than the date provided to the Government, and the Government has not already taken soundings, the Contractor must immediately notify the Government not to take them. The soundings can be rescheduled, but the Government may take up to twenty (20) days from receipt of written notification of the new start date, if its other sounding commitments so dictate. If the validity of the soundings begins to degenerate, the Government will take new soundings.

(1) When the Government first takes soundings it will likely expend at least five (5) days of effort. Therefore, the Contractor can expect that resounding will involve payment for at least five (5) days of effort. The Government may initially expend more than five days of effort depending on the situation. The Contractor may of course request that the Government resound only a portion of the originally sounded reaches. The minimum charge for resounding will be a full days effort, however. That is a portion of a day will be charged as a full day, a day plus a portion of a day will be charged as two days, etc. The cost per day for resounding effort is \$1,250. Resounding costs to the Contractor's account will be withheld from job payments, in accordance with FAR 52.232-5.

1.16 INSPECTION

The presence of the inspector shall not relieve the Contractor of responsibility for the proper execution of the work in accordance with the specifications. The Contractor will be required:

(A) To furnish, on the request of the Contracting Officer or any inspector, the use of such boats, boatmen, laborers, and material forming a part of the ordinary and usual equipment and crew of the dredging plant as may be reasonably necessary in inspecting and supervising the work. However, the Contractor will not be required to furnish such facilities for the survey, prescribed in Section 02881: DREDGING AND DISPOSAL SITE, paragraph, "FINAL EXAMINATION AND ACCEPTANCE".

(B) To furnish, on the request of the Contracting Officer or any inspector, suitable transportation from all points on shore designated by the

Contracting Officer to and from the various pieces of plant, and to and from the dumping grounds.

Should the Contractor refuse, neglect, or delay compliance with these requirements, the specific facilities may be furnished and maintained by the Contracting Officer, and the cost thereof will be deducted from any amounts due or to become due the Contractor.

1.17 RADIO COMMUNICATIONS

To facilitate and insure the safe passage of vessels in the channel as specified in paragraph, NAVIGATION, the Contractor shall provide, operate and maintain on his plant, radio facilities capable of voice communication with vessels using the channel. Station licensing and frequency authorizations shall be the responsibility of the Contractor.

1.18 CERF IMPLEMENTATION

If the work specified in this contract is performed by a hopper dredge(s), the owner must have an active Basic Ordering Agreement (BOA) for the hopper dredge(s) on file with the Corps. The Contractor shall be obligated to make the hopper dredge(s) available to serve in the Corps of Engineers Reserve Fleet (CERF) at any time that the hopper dredge(s) is performing work under this contract. When the Contracting Officer is notified of the decision to activate this dredge(s) into the CERF, he shall take appropriate action to release the dredge(s). He may then extend or terminate the contract to implement whichever action is in the best interest of the Government. The CERF contractor shall also be subject to the following conditions:

a. The Director of Civil Works may require the contractor to perform emergency dredging at another CONUS (48 contiguous states) site for a period of time equal to the remaining time under this contract at the date of notification plus up to ninety (90) days at the previously negotiated rate which appears on the schedule of prices in the BOA.

b. The Chief of Engineers may require the contractor to perform emergency dredging at an OCONUS (Outside CONUS which includes Alaska, Hawaii, Puerto Rico, the Virgin Islands, or U.S. Trust Territories) site or a period of time equal to the time remaining under this contract at the date of notification plus up to one hundred eighty (180) days at the negotiated rate which appears on the schedule of prices in the BOA.

c. The CERF shall be activated by the Chief of Engineers or the Director of Civil Works; then the Ordering Contracting Officer will notify the contractor. From the time of notification, the selected hopper dredge(s) must depart for the emergency assignment within seventy-two (72) hours for CONUS or ten (10) days for OCONUS assignments.

d. A confirming delivery order will be issued pursuant to the Basic Ordering Agreement (BOA) by the Ordering Contracting Officer. Such delivery order shall utilize the schedule of rates in the BOA for the specific hopper dredge(s).

e. If during the time period specified in a, b, or c, above, a CERF vessel(s) is still required, the contract performance may be continued for additional time by mutual agreement.

1.19 ENVIRONMENTAL LITIGATION

(A) If the performance of all or any part of the work is suspended, delayed, or interrupted due to an order of a court of competent jurisdiction as a result of environmental litigation, as defined below, the Contracting Officer, at the request of the Contractor, shall determine whether the order is due in any part to the acts or omissions of the Contractor or a subcontractor at any tier not required by the terms of this contract. If it is determined that the order is not due in any part to acts or omissions of the Contractor or a subcontractor at any tier other than as required by the terms of this contract, such suspension, delay, or interruption shall be considered as if ordered by the Contracting Officer in the administration of this contract under the terms of the SUSPENSION OF WORK clause of this contract, see Section: CONTRACT CLAUSES. The period of such suspension, delay or interruption shall be considered unreasonable, and an adjustment shall be made for any increase in the cost of performance of this contract (excluding profit) as provided in that clause, subject to all the provisions thereof.

(B) The term "environmental litigations", as used herein, means a lawsuit alleging that the work will have an adverse effect on the environment or that the Government has not duly considered, either substantively or procedurally, the effect of the work on the environment.

PART 2 PRODUCTS (NOT APPLICABLE)

PART 3 EXECUTION (NOT APPLICABLE)

-- End of Section --

CONTRACTOR EQUIPMENT DATA SHEET (Data to be furnished by Contractor for all equipment to be used on modifications as required under the special provisions of the contract.)

DATE

CONTRACTOR

CONTRACT NUMBER

1. EQUIPMENT DESCRIPTION _____
2. MODEL AND SERIES _____
3. YEAR PURCHASED _____
4. PURCHASED PRICE AT YEAR PURCHASE _____
5. LIST PRICE YEAR OF MANUFACTURE _____
6. YEAR MANUFACTURED _____
7. EQUIPMENT HORSEPOWER _____
8. CARRIER HORSEPOWER _____
9. FUEL TYPE _____
10. SHIPPING WEIGHT _____
11. TIRE SIZE: FRONT - _____ DRIVE - _____ TRAILING - _____

REMARKS:

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SECTION 02880

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SECTION 02880

MOBILIZATION AND DEMOBILIZATION

PART 1 GENERAL

1.1 GENERAL

This section consists of mobilization and demobilization of plant, equipment and supplies required for the maintenance dredging work on the Stockton and Sacramento Deep Water Ship Channels at various dredging reaches as identified in the task order.

1.2 EQUIPMENT CERTIFICATION

The Contractor's attention is directed to SECTION: GENERAL REQUIREMENTS, Subparagraph, Equipment Certification and Inspection which requires a Marine Survey of the floating plant to verify its seaworthiness.

1.3 ACCESS TO WORK

1.3.1 Floating Equipment

Access to the work sites for floating plant or other floating equipment used in performance of the work may be achieved via San Francisco Bay to Suisun Bay to the vicinity of work along either the Sacramento and San Joaquin Rivers.

1.3.2 Land Equipment

Access to the disposal sites for land equipment may be via State, County, local, and reclamation district access roads. Class II disposal sites are only accessible by barge. No equipment shall be stored upon or adjacent to the access routes. Any damage to bridges, culvert or utility crossings, gates, or levees, including replacement of surface rock, pavement, and levee bank stone protection, due to the Contractor's mobilization or demobilization activities shall be repaired by the Contractor to the satisfaction of the Contracting Officer.

1.4 MOBILIZATION

Mobilization shall consist of the delivery to the job site identified in the task order all plant, equipment, materials and supplies to be furnished by the Contractor, the complete assembly in satisfactory working order of all such plant and equipment on the job, preparation of the disposal site to receive dredged material, and the satisfactory storage at each site all materials and supplies.

1.4.1 INCREMENTAL MOBILIZATION

Incremental mobilization shall consist of the disassembly and subsequent reassembly of the dredge pipeline and transportation of all plant and equipment between different dredge disposal sites or dredging reaches. Moving the dredge to the various shoals or dredging areas identified within a dredging reach or moving the disposal pipeline to different landing points within the same disposal site shall not constitute an incremental mobilization.

1.5 DEMOBILIZATION

Demobilization shall consist of the disassembly and removal from the sites of all plant and equipment after completion of maintenance dredging and final cleanup of the premises. Moorage of the dredge, attendant plant, and storage of the disposal pipeline at the end of the dredging year is the responsibility of the Contractor.

1.6 MEASUREMENT AND PAYMENT

1.6.1 Mobilization and Demobilization:

Payment for the costs of transporting and assembling all plant and equipment and preparation of the initial disposal site to receive dredged material will be made at the contract lump sum price for bid item, "Mobilization". Payment for the costs of removing the plant and equipment upon completion of the work, will be made at the contract lump sum price for bid item, "Demobilization". Payment for mobilization and demobilization will be paid for in accordance with DFARS 252.236-7004, PAYMENT FOR MOBILIZATION AND DEMOBILIZATION, Section: SPECIAL CONTRACT REQUIREMENTS. Payment for the Marine Survey shall be included in the cost for Mobilization. If a multiple task order is issued before the expiration of the dredge completion stipulated under a previously issued task order, no additional mobilization and demobilization costs will be paid unless the new task order authorizes a second mobilization.

1.6.2 Incremental Mobilization:

Transportation of all plant and equipment between disposal sites or dredging reaches shall be measured as the shortest navigable distance between those landing points identified in Section 02881: DREDGING AND DISPOSAL SITE, or other sites as identified in the task order. The distance will be measured along the channel's centerline stationing and rounded to the nearest 0.1 mile. When traveling between ship channels, the distance between ship channels will be measured with a computer aided drafting program along the shortest navigable route taken between mobilization points as measured along each ship channel's respective centerline stationing and rounded to the nearest 0.1 mile. Payment will be made at the contract unit sum price for the bid item "Incremental Mobilization Between Disposal Sites or Dredging Reaches." The disassembly and reassembly of the dredge pipeline will not be measured, but payment will be included in the bid item.

PART 2 PRODUCTS (Not Applicable)

PART 3 EXECUTION (Not Applicable)

-- End of Section --

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SECTION 02881

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SECTION 02881

DREDGING AND DISPOSAL SITE

PART 1 GENERAL

1.1 GENERAL

This section covers all technical specifications relating to the following:

The removal and disposal of all dredged material as specified herein and by task orders, the operation and maintenance of the dredge material disposal areas, disposal site preparation, and water quality monitoring at the dredge and disposal sites.

1.2 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

ASTM D 1556	(1990; R 1996) Density of Soil in Place by the Sand-Cone Method
ASTM D 698	(1991; R 1998) Laboratory Compaction Characteristics of Soil Using Standard Effort (5.5-lb Hammer and 12-in Drop)
ASTM D 2487	(1998) Classification of Soils for Engineering Purposes

AMERICAN PUBLIC HEALTH ASSOCIATION, AMERICAN WATER WORKS ASSOCIATION, AND WATER POLLUTION CONTROL FEDERATION

Standard Methods for the Examination of Water and Wastewater (18th ed., 1992)

U.S. ENVIRONMENTAL PROTECTION AGENCY

SW-846	Test Methods for Evaluating Solid Waste (3rd ed. 1986)
EPA/600/4-90/027	Methods for Measuring the <u>Acute</u> Toxicity of Effluents and Receiving Waters to Freshwater and Marine Organisms
EPA/600/4-89/001	Short Term Methods for Estimating the <u>Chronic</u> Toxicity of Effluents and Receiving Waters to Freshwater Organisms

EPA/600/4-84/076	Characterization of Hazardous Waste Site Sampling Methods
	U.S. ARMY CORPS OF ENGINEERS
EM 1110-2-5027	ENGINEERING MANUAL, Confined Disposal of Dredged Material
EM 385-1-1	SAFETY AND HEALTH REQUIREMENTS MANUAL, (Sept, 1996)

1.3 SUBMITTALS

Government approval is required for submittals with a "GA" designation; submittals having an "FIO" designation are for information only. The following shall be submitted in accordance with Section 01330, SUBMITTAL DESCRIPTIONS:

SD-09 Reports, Disposal Plan, Water Quality Monitoring and Testing Plan, and Toxicity and Contaminant Reduction Plan; GA (Para. 3.4)

SD-09 Reports, Daily, Weekly, Monthly, and Final Water Quality Test Results; FIO (Para. 3.7)

SD-09 Reports, Resume & Certificates of Training for CQC sample collection personnel; FIO (Para. 3.8.2)

SD-09 Reports, Inspection Records; FIO (Para. 3.10)

SD-04 Drawings, Shop Drawings for Return Water Facilities; GA (Para. 3.3.4)

1.4 NOTIFICATION

For each task order, the Contractor will make the following notifications:

a. The Contractor shall provide written notice of the date when dredging will first occur. This notice must be received by the Contracting Officer 3 weeks prior to that date. The Contractor shall also comply with the notification provisions described in Section: GENERAL REQUIREMENTS, paragraph, PERMITS, subparagraph, COORDINATION.

b. The Contractor shall notify the Contracting Officer and the Central Valley Region, Water Quality Control Board (CVRWQCB) in the event of a water quality violation, spill or adverse condition occurs in accordance with paragraph, WATER QUALITY MONITORING, subparagraph PROVISIONS and paragraph, VIOLATIONS OF WATER QUALITY REQUIREMENTS.

c. The Contractor shall notify the Corps' Environmental Engineering Section and the Contracting Officer's representative prior to the collection of the QA effluent samples and for a sample collection techniques demonstration in accordance with paragraph, WATER QUALITY SAMPLE COLLECTION AND TESTING, subparagraphs, QA MONITORING and SAMPLING, COLLECTION, AND TESTING.

d. The Contractor shall notify the Contracting Officer immediately in the event of a dike failure in accordance with paragraph, DIKE FAILURE.

1.5 AIDS TO NAVIGATION

The Contractor shall replace in kind or rebuild, at his own expense, any aids to navigation that are destroyed or damaged to the satisfaction of the Contracting Officer. The Marine Safety Office, 11th Coast Guard District, Port Safety Branch Chief (510) 437-3073, shall be notified as soon as possible in the event that a navigation aid is damaged or destroyed and provide an estimate of the time for replacement or repair.

1.6 BRIDGES ACROSS SAN JOAQUIN AND SACRAMENTO RIVERS

Navigation up the Sacramento and San Joaquin Rivers will be at the risk, expense, and responsibility of the Contractor. The Contractor will be required to obtain clearances from, but not limited to, the U.S. Coast Guard and CalTrans for travel under bridges along the waterway.

1.7 MEASUREMENT AND PAYMENT

1.7.1 DREDGING

1.7.1.1 Measurement

(a) The total amount of material removed and placed in the disposal areas to be paid for under this contract shall be measured by the cubic yard in place by computing the volume, using the average end area, triangulated irregular network (TIN), or digital terrain model (DTM) methods at the discretion of the Government. The volume will be determined by comparing the neat line template between the bottom surface shown by the Government soundings made before dredging and the bottom surface shown by the Government soundings made as soon as practical after the entire work specified has been completed. Adjustments to the quantity will be made within the allowable limits of the overdepth and side slopes described in paragraph, OVERDEPTH AND SIDE SLOPES, less any deductions that may be required for misplaced material described in paragraph, DESIGNATED DISPOSAL AREAS or excessive dredging described in paragraph, EXCESSIVE DREDGING. Required dredging and allowable overdepth dredging will be computed cumulatively. Adjustments to the unit price may be made if the final dredge quantities for a particular reach will result in a different unit cost due to a change in the depth of cut or pumping/transit distance. All soundings shall be made by the use of an electronic echo sounder with a sounding frequency of 200 kHz or 208 kHz. The Government's soundings will be presented as cross sections taken at approximately 100 foot stations on 8-1/2" x 11" paper, corrected strip charts taken from the sounding boat, or other means the Government deems appropriate to present the before and after conditions.

1.7.1.2 Payment

For each dredging reach identified in the task order, the depth of cut, pumping/transit distance, and sediment material properties will be computed as described in the Pricing Schedule, Section 00010, paragraph, TASK ORDERS. The unit price for the Bid Item, "Dredging, Disposal, and Water Quality

Monitoring," will be selected according to the depth of cut, pumping distance and the material properties associated with the shoaled areas geographic location. The unit price includes all costs associated with dredging, the operation and maintenance of the dredge disposal sites, and water quality monitoring, testing and reporting.

1.7.1.2.1 Completeness of Work (Required Depth):

The Contractor shall not omit or skip over areas to be dredged within a reach without approval of the Contracting Officer. No payment will be made for work performed in any designated reach until the full depth required under the task order is secured in the whole of such area, unless prevented by ledge rock. No payment will be made for excavation in any area not adjacent to and in prolongation of areas where full depth has been secured except by decision of the Contracting Officer. Should any such nonadjacent area be excavated to full depth during the operations carried on under the task order, payment for all work therein may be deferred until the required depth has been made in the area intervening. The Contractor may be required to suspend dredging at any time when for any reason the gages, ranges, or GPS signal cannot be seen, received, or properly followed.

1.7.1.2.2 Final Examination and Acceptance:

(A) As soon as practical upon completion of the entire task order, or any reach thereof, and when the Contracting Officer determines that the work area will not be subject to damage by further dredging operations, the work will be thoroughly examined at the cost and expense of the Government by sounding or by sweeping, or both, as determined by the Contracting Officer. Should any shoals, lumps, or other lack of required depth be disclosed by this examination, the Contractor will be required to remove the material by dredging unless such removal is waived by the Contracting Officer. When the area is found to be in a satisfactory condition, the area will be accepted for completion. The Contractor or his authorized representative will be notified when soundings and/or sweepings will be made and will be permitted to accompany the Government's survey. Should more than two sounding or sweeping operations by the Government over an area be necessary due to removal of shoals disclosed by a prior sounding or sweeping, the cost of a third or any subsequent sounding or sweeping operations will be charged against the Contractor. The Contractor will be charged \$1,250.00 per day for each day in which the Government plant is engaged in sounding or sweeping operations and/or is enroute to or from the site.

(B) Final acceptance of the whole or a part of the work and any deductions or corrections made thereon will not be reopened after having once been made, except on evidence of collusion, fraud, or obvious error. The acceptance of a completed section shall not change the time of payment of the retained percentages of the whole or any part of the work.

1.7.1.2.3 Shoaling After Acceptance:

If, before the contract is completed, shoaling occurs in any section previously accepted because of the natural lowering of the side slopes or rapid in filling, redredging at task order unit price, within the limit of

available funds, may be performed in accordance with Section: CONTRACT CLAUSES, paragraph CHANGES.

1.7.1.2.4 Withholding of Partial Payment:

The contractor shall be advised that partial payment will be withheld for failing to comply with the specifications. Some recurring problems are (1) failure to measure discharge flow per paragraph 3.5.2.3b, (2) failure to recognize a water quality violation per paragraph 3.6, (3) failure to conduct both dissolved and total chemical analysis per paragraph 3.11.1.1 or 3.11.2.1, (4) failure to use a laboratory with the correct detection limit per paragraph 3.11.1.1 or 3.11.2.1.

1.7.2 Preparation of Disposal Sites

1.7.2.1 Measurement and Payment

Only those disposal site(s) used subsequent to the initial mobilization will be measured for payment. Payment for all costs associated with the preparation of the disposal sites will be made at the respective unit price for the different classes according to Bid Items, "Prep of Class I Disposal Site" and "Prep of Class II Disposal Site."

1.7.3 Disposal Site Return Water Pumping

1.7.3.1 Measurement and Payment

For those disposal sites that require dewatering through the use of the Port of Stockton's or contractor supplied dewatering pumps, the cost for fuel or electricity and personnel to operate the pumps will be paid by each hour of pump operation in dewatering the disposal sites. Payment will be made at the unit cost for the Bid Item, "Disposal Site Return Water Pumping."

PART 2 PRODUCTS

2.1 GENERAL

2.1.1 Dredging Equipment

All required dredging shall be performed with dredge plant equipment capable of removing material in a progressive and uniform manner at the production rate specified in Section: SPECIAL CONTRACT REQUIREMENTS, paragraph PERFORMANCE PERIOD. All work will be completed within the time specified in the task order. The Contractor may find it necessary to modify or change soil cutting equipment with changes in material or to meet production rates.

2.1.1.1 Dredging Equipment Restrictions

A hydraulic cutter head suction dredge may be used at either ship channel. Due to environmental permitting conditions, however, hopper and mechanical dredges cannot be used in the Sacramento ship channel.

2.1.1.2 Special Environmental Requirements for Hopper and Pipeline Dredges

Hydraulic cutter head or suction dredge pumps shall be turned off when the cutter head or drag arm is raised or lowered through the water column. The pumps shall be turned on only when the cutter head or drag head is within 3 feet of the channel bottom to avoid disturbance or entrainment of aquatic life. Overflow from the hopper dredge to the river will not be allowed. The use of a drag beam or similar device to "knock down" ridges or high spots in the channel bottom will not be allowed under any conditions. A conventional clamshell bucket and barge may be utilized with the Contracting Officer's approval only for removing specific materials (large debris) that cannot be pumped.

2.1.1.3 Special Environmental Requirements for Mechanical Dredges

Mechanical dredging, if used, shall be limited to clamshell dredge utilizing a "sealed" or "closed" environmental type bucket. The bucket shall be capable of containing the sediment within the bucket and not allow the release of sediment into the water column. No overflow from dredged material or water will be allowed from the receiving barges during dredging operations, transport, or off loading. Off loading of the barge may be performed either by clamshell or by pumps. No spillage of dredged material or decant water from the barges will be allowed into the receiving water. Turbidity at the off loading site will be monitored. If not already removed prior to off loading, any decant or free standing water remaining in the barge will be pumped into the disposal site.

2.1.2 Classification of Materials

Sediment downstream of station 800+00 (near Grand Island) on the Sacramento River and downstream of station 900+00 (near Bradford Island) on the San Joaquin River will be classified as sand. Sediment upstream of these respective stations consists of various proportions of clay, silt, and sand and will not be classified.

Stone, cobbles, trees, shrubs, piles, concrete rubble, miscellaneous trash, debris, etc., can be expected within the required dredging area. It may be necessary to pump gravel and remove rock in the vicinity of the existing slope protection sites. The Government is not responsible for any damage to the Contractor's equipment sustained as a result of encountering debris of any description. In the event the Contractor encounters an object that is too large to remove with the dredging plant, the Contractor will notify the Contracting Officer immediately.

2.1.2.1 Unsuitable Material

Unsuitable materials such as hazardous materials, sanitary wastes, tires, debris, man-made objects, miscellaneous metal objects, etc., shall be disposed outside the limits of the work and on a land disposal site in accordance with local, State, and Federal laws and regulations at the Contractor's expense.

PART 3 EXECUTION

3.1 ORDER OF WORK

3.1.1 Work Sequence and Completion Schedule

The sequence of work and completion thereof will be specified in the task order. Unless otherwise specified in the task order, dredging in either channel will start at the downstream most reach and proceed sequentially to the upstream most reach. Dredging within a reach may proceed in any direction provided it is done in a progressive and complete manner.

3.1.2 Inherent Delays

The Contractor shall anticipate inherent delays while dredging due to cable, pieces of metal, chains, rock, debris, obstructions, etc., that may foul the cutter head or drag head and require removal.

3.2 DISPOSAL AREAS (OPERATION AND MAINTENANCE)

3.2.1 General

3.2.1.1 Designated Disposal Areas

The material dredged shall be transported and deposited in the disposal site(s) identified in the task order, or to an approved Contractor furnished disposal area (see paragraph, CONTRACTOR FURNISHED DISPOSAL AREA). Unless a Contractor furnished disposal site is utilized, the dredged material will not become the property of the Contractor. Any material disposed in areas other than those designated or approved by the Contracting Officer will not be paid for and the Contractor may be required to remove such misplaced material and deposit it where directed at his own expense.

The Contractor is to satisfy himself as to conditions of the disposal sites identified in the task order, including all dikes, during a site inspection. The inspection will be held on the date specified in the task order. Accompanying the Contractor will be representatives of Government, the Port(s), and Reclamation Districts. The inspection will determine what, if any, repairs or modifications to the existing exterior levees or dikes will be required by the Port(s).

Discharge lines crossing exterior dikes must not discharge material within 100 feet of the present toe of the dike. Unless otherwise directed by the Contracting Officer, the dredged material shall be discharged and deposited into the disposal site at a location which will minimize dead zone areas within the sedimentation pond.

3.2.1.2 Government Provided Disposal Sites

General descriptions of dredged material disposal sites that have historically been used are listed in the table in this section and are also indicated on the contract drawings. The Government reserves the right to delete or add additional disposal sites to the table. Such additions or deletions shall not entitle the Contractor to a price adjustment to the unit costs in the Pricing Schedule.

The disposal sites may or may not have existing return water facilities. Such facilities may need to be constructed, repaired, or modified by the Contractor if dewatering is necessary. Use of RD-341 pumps to dewater the site are

provided free of charge. In addition, the Port of Stockton has agreed to make available the Contractor free of charge, two-24" diesel powered pumps each rated at 10,000 gpm at 15 feet of head for use in dewatering disposal sites located along the Stockton Deep Water Ship Channel. The Contractor has the option of using pumps owned by the Port, his own pumps, or a combination of the two. The pumps must be picked up and returned to the Port at locations specified by the Port (POC: Mr. Gary Gentry, Port of Stockton, 209-946-0246). The Contractor will be responsible for any damage to the pumps and will compensate the Port for any excessive wear and tear. The Contractor shall be responsible for making all arrangements and/or agreements with the Port for the use of their pumps. In the event of a malfunction with the Port's pumps occurs such that the drainage rate into the sump could impact levee stability or violate water quality requirements, the Contractor shall furnish additional pumping capacity. Additional capacity, if authorized by the Contracting Officer, shall be paid under the CHANGES clause.

The disposal sites have been differentiated into two classes based upon the means of accessing the sites. The Class I sites are accessible by road while Class II sites are accessible only by barge or ferry. The disposal sites are further classified based on the amount of additional pumping head required to overcome the higher ground elevation at certain sites including the mounding the disposal material. The letter "E" designates those sites where an elevation and mounding allowance has been provided above a nominal disposal site elevation of 18'(msl). This elevation allowance is in addition to the pumping allowance discussed below.

The landing points identified in the table below represent a selected point in the disposal site. The stationing of the landing point is determined by a perpendicular projection of the channel's centerline stationing onto this point. The pumping allowance is used in pricing the task orders. It represents the shortest distance between the channel's centerline stationing and the shoreline at the landing point. Specific dredge disposal site availability, restrictions, and descriptions will be provided under separate task orders.

Stockton Deep Water Ship Channel:

Disposal Site	Size (ac)	Method of Return Water	POC	Special Requirements	Landing Point; Line/Pump Allowance
<u>Sherman Island</u> Scour Pond Class I Site	15	Pump Water leaves site by gravity into ag ditch with pump out provided by RD-341 pumps (15,000 gpm)	Henry Matsunaga RD-341 916.448.2821	Site underlain by peat; No disposal or decant water in adjacent pond	Sta. 423+00; Allowance = 900'
<u>Sherman Island:</u> McCormick Pit Class I Site	26	Pump Water leaves site by gravity	Henry Matsunaga RD-341	Site underlain by peat;	Sta. 564+00; Allowance = 3700'

		into ag ditch with pump out provided by RD-341 pumps (15,000 gpm)	916.448.2821		
Bradford Island Class II Site	110	Pump Water leaves site by gravity into ag ditch which Contractor must then pump out.	Gary Gentry Port of Stockton 209.946.0246	Only access to island is by boat; Ag ditch pumped out by RD-2059/Port owned pumps	Sta. 740+00 Allowance = 500'
Spud Island Class II Site	12	Gravity	Gary Gentry Port of Stockton 209.946.0246	Only access to island is by boat; Portion of site has elderberry bushes that need to be protected.	Sta. 1672+00 Allowance = 300'; Sta. 1686+00 Allowance = 300'
Roberts Island II Class I Site	220	Pump	Gary Gentry Port of Stockton 209.946.0246	may be under cultivation	Sta. 1818+00 Allowance = 300'; Sta. 1840+00 Allowance = 300'
Roberts Island I Class I Site	250	Pump	Gary Gentry Port of Stockton 209.946.0246	may be under cultivation	Sta. 1895+00 Allowance = 300'; Sta. 1975+00 Allowance = 300'
S-4 Class I-E Site	99	Gravity Water leaves site by existing return water facility weirs	Gary Gentry Port of Stockton 209.946.0246	High exterior levees with past stability problems	Sta. 2105+00 Allowance = 3200'+ 130'

Sacramento Deep Water Ship Channel:

Disposal Site	Size (ac)	Method of Return Water	POC	Special Requirements	Landing Point; Line/Pump Allowance
Augusto Pit (S-20) Class I Site	79	Gravity Water leaves site by agricultural ditch with pump out provided by RD-341 pumps (15,000 gpm)	DWR Bill Heyenbruch 916.227.7586	Site underlain by peat;	Sta. 274+00; Allowance = 2100'
Decker Island (S-19) Class II-E Site	334	Gravity Water leaves site by Existing weir boxes	Tom Scheeler Port of Sac. 916.371.8000	Dispose around on going mining Operation; Only access to island is by boat; Elevated site	Sta. 368+00; Allowance = 2200' + 1300'; Sta. 432+00; Allowance = 2200' + 1000'
Grand Island (S-14) Class I Site	94	Gravity Water leaves site by existing weir box	Mohsen Tavana Corps of Engr 916.557.5282	Portion of site is heavily wooded & has habitat for endangered Velb beetle; Elevated site	Sta. 795+00; Allowance = 1300'; Sta. 768+00; Allowance = 1100'
Rio Vista (S-16) Class I-E Site	149	Gravity Water leaves site by Existing weir box	Mohsen Tavana Corps of Engr 916.557.5282	May have sand trucks hauling through site; Elevated site	Sta. 518+00; Allowance = 900' + 2100'; Sta. 586+00; Allowance = 800' + 1200'
S-31 Class I Site	758	Gravity, Water leaves site by existing weir boxes on portions	Tom Scheeler Port of Sac. 916.371.8000	Long narrow site; Landing point will move along site	Sta. = variable; Line Allowance = 450'

		of site.			
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3.2.2 Damage to Existing Levees, Dikes, or Structures

Any damage to existing exterior dikes or levees caused by the Contractor shall be repaired to pre-project conditions at the Contractor's expense. Exterior dikes repaired by the Contractor shall have a minimum crown width of 12 feet, maximum side slopes of 1V on 2H, compacted in accordance with paragraph, BACKFILL AND LEVEE PENETRATIONS, and have roadway surfaces equal to that of the existing dikes. Any roadway surface or revetted levee slope disturbed will be repaired to the satisfaction of the Contracting Officer. Borrow material shall come from within the disposal area. All borrow activities shall be a minimum of 50 feet, (measured horizontally) from the existing landside toe of an exterior dike. Any damage to bridges, culvert or utility crossings, or gates, including replacement of any surface treatment due to the Contractor's activities shall be repaired by the Contractor to the satisfaction of the Contracting Officer.

3.2.3 Maintenance and Inspection of Dikes or Levees

Once the Contractor has commenced dredge disposal operations, the Contractor shall be responsible for the integrity, maintenance, and repair of all exterior and interior dikes. The Contractor shall have personnel present at disposal sites at all times during disposal operations and during periods when water is being retained within the disposal area, for the purpose of inspecting and monitoring the condition of the dikes, and for controlling the water quality of return flows, as well as for security purposes. Unless noted otherwise in the task order, the exterior levees and interior dikes shall be inspected at least daily for signs of distress such as slumping, erosion, cracking, heaving, seepage, piping, etc., and these conditions reported in the Contractor's Daily CQC Report. The Contractor will take the appropriate and necessary means to measure the levees for signs of distress. Such measures may include stakes, spray paint, heave manometers, or other methods. Any condition that appears to endanger the dikes must be reported to the Contracting Officer or his representative immediately. The Contractor shall post signs at disposal areas with "DANGER - NO TRESPASSING" to order to keep unauthorized persons from traversing the area.

3.2.4 Dike Failure

The Contractor shall terminate discharge activities when any signs of cracking, sliding, heaving, or slumping are observed on the retention dikes, or if seepage results in particles being transported by seepage flow, and immediately notify the Contracting Officer. In the event of any dike failure, the Contractor may be required to move the discharge line to a new location and construct or remove spur dikes in order to redirect or expedite the passage of water around the failure area at no additional cost to the Government. In the event of an exterior dike failure, the Contractor will repair the damaged dike to its preconstruction condition at the Contractor's expense if such damage was due to the fault or negligence of the Contractor.

3.2.5 Operation and Maintenance of Return Water Facilities

The discharge of return water from the disposal sites, whether pumped or returned by gravity flow, will be fully controlled to allow water quality monitoring and adjustment of ponding depth to ensure that water quality criteria are maintained. Spillway flash boards will only be added to maintain the minimum ponding depth necessary to achieve water quality objectives while minimizing the hydraulic loading to the levee. All flash boards in a multiple weir spillway structure shall be maintained at the same elevation when discharging into the river. An access walkway (24" wide minimum) shall be constructed from the retention dike to each spillway structure to permit sample collection of the water flowing from the spillway at any point across the width of the spillway. The Contractor shall keep the spillway structures and pipes clear of debris.

3.2.6 Contractor Furnished Disposal Area

The use of Contractor furnished disposal areas and facilities must be approved by the Contracting Officer prior to the use of such facilities. Approval of Contractor furnished disposal areas will be made during the task order negotiation process. If a disposal area is proposed, its acceptance will be based on the best interests of the Government and receipt of written evidence of the owner's written consent for use of such area and the written approval of the applicable Federal, State, and local agencies. Such agencies may include but are not limited to the Central Valley Region, Water Quality Control Board (CVRWQCB), U.S. Fish and Wildlife Service -- Ecological Services and Endangered Species Office, California State Department of Fish and Game, and the National Marine Fisheries Service. The Contractor shall have obtained all necessary permits, licenses, and environmental clearances for use of such areas. All expenses and delays incurred in connection with obtaining such disposal areas shall be borne by the Contractor, and all material deposited thereon, and all operations in connection therewith shall be at the Contractor's risk and responsibility. Water quality monitoring for a contractor furnished site will be the monitoring requirements issued for that particular disposal site in addition to those listed in paragraph 3.5, WATER QUALITY MONITORING. In case of conflict, the more stringent requirement will apply.

3.2.7 Clean Up

Each sedimentation pond shall be drained of water upon completion of dredging operations. Spillway flash boards shall be removed to permit a controlled drainage or pumping of the remaining decant water from the sedimentation pond without exceeding effluent or receiving water limitations. The disposal area shall be free of any depressions that would entrap and pond water and shall be sloped such that water drains toward the spillway structures. Pipeline penetrating the levee shall be removed and the levee restored per paragraph, BACKFILL AND LEVEE PENETRATIONS.

3.3 DISPOSAL SITE PREPARATION

3.3.1 General

Each class of disposal site will be prepared prior to receiving dredge material. Such preparation will include construction of interior dikes,

drainage ditches, siphons and return water facilities necessary prior to the operation of the disposal site.

3.3.2 Retention Dikes

Exterior dikes (also referred to as retention dikes or levees) form the exterior perimeter of the disposal site. Modifications to the disposal site's levees including raising or constructing new dikes to accommodate the dredged material will be the responsibility of the respective Port District. The suitability of the site and its levees and/or any needed corrective measures will be identified during the site inspection. Once corrective measures to the retention dikes have been made, the Contractor shall be responsible for the levees as described in paragraph, MAINTENANCE AND INSPECTION OF DIKES AND LEVEES.

3.3.3 Interior Dikes

Interior dikes (also referred to as spur or cross dikes) shall be constructed by the Contractor, in the interior of the disposal site, as necessary to ensure that the water in the sedimentation pond does not "short circuit" to the return water facilities (i.e., spillway) and to ensure an adequate detention time is provided to meet the suspended solids criteria. Openings shall be sized and located to minimize velocity gradients and the resuspension of solids. Borrow material for constructing interior dikes shall be taken a minimum of 50 feet, (measured horizontally) from the existing land side toe of an exterior dike. Interior dikes constructed by the Contractor shall have a minimum crown width of 4 feet, maximum side slopes of 1V on 2H, and provide a minimum freeboard of 12-inches.

3.3.4 Construction of Return Water Facilities

The Contractor shall construct new or repair and/or modify existing return water facilities as necessary to: (a) control the water for the purpose of maintaining water quality criteria and (b) return the decant waters back to the receiving water. The siphons, pumping stations, or spillways of the return water facility must be able to: (a) control ponding depths, (b) control the rate of discharge, and (c) remove water from the top of the disposal pond so as to minimize turbidity in the receiving water. In no case shall the freeboard be less than of 24-inches at all points along all exterior dikes during disposal operations. The Contractor shall excavate the area in front of any existing spillway structures and install new flash boards.

The Contractor shall submit a construction plan with shop drawings to the Contracting Officer which describes the facility or facilities to be installed and utilized for returning the dredged water to the receiving waters. The facilities constructed shall become the property of the Government. The facilities shall be sized in accordance with EM 1110-2-5027, "Confined Disposal of Dredged Material" and designed as a permanent structure and shall remain in place upon completion of the work.

3.3.5 Backfill and Levee Penetrations

Except where specified by the approving or permitting authority (i.e., reclamation district or state or county road department), the backfill of

levee penetrations such as discharge pipes, spill boxes or siphons shall be accomplished with approved satisfactory material. Satisfactory material will be classified by ASTM D 2487 as SC, SM, CL and ML (including dual classifications). Such material may be obtained from excavations within the disposal site. Material will be placed in horizontal layers (lifts) not exceeding 6-inches in thickness. Each 6-inch layer shall be thoroughly compacted by mechanical or hand tamping methods. This method of filling and compacting shall be continued until the fill has reached an elevation at least 2 feet above any pipe. Compacted material shall be brought up evenly on both sides of any pipe; also, care shall be taken to insure thorough compaction of the fill under the haunches of any pipe. Material compacted shall obtain a density equal to 95 percent of maximum density as determined by ASTM D 698 using compaction equipment suitable for the material being compacted. In-place field densities are to be determined by ASTM D 1556. The moisture content of each layer after compaction shall be within ± 2 percent of the optimum moisture content. Restrictions on penetrations through the levee during the flood season of 15 November through 15 April may be imposed by the permitting authority.

3.4 DISPOSAL AND WATER QUALITY MONITORING AND TESTING PLANS

Prior to initiation of dredging and disposal operations, the Contractor shall prepare and submit as a single submittal for the Contracting Officer's and CVRWQCB approval, a comprehensive Disposal Plan, Water Quality Monitoring and Testing Plan, and Toxicity and Contaminant Reduction Plan for all aspects of the work. The Contractor shall allow 2 weeks of review time by the CVRWQCB in the construction schedule.

3.4.1 Disposal Plan:

The Disposal Plan shall comprehensively describe the Contractor's disposal operations including return water facilities (See paragraph, CONSTRUCTION, OPERATION, AND MAINTENANCE OF RETURN WATER FACILITIES for additional requirements). The plan will require approval by the CVRWQCB and shall address the following topics for each disposal site utilized:

Dewatering: Describe the operation of the spillway to control the decanting of return water from the site, methods for determining flow measurement at the spillway, disposal pond best management practices to achieve the detention time necessary to meet the required suspended solids limitation and to control erosion at the disposal site.

Material Handling: Describe the methods of material transport to the disposal site and the procedures and equipment used for the transfer and control of the dredged material onto the disposal site including the material handling and drying operations.

Construction and Production Schedule: Provide a Gantt type time line showing the construction schedule for dredging and disposal activities. Provide calculations showing the estimated production rates, expected hours of dredging operation, and percent solids pumped.

Site Plan: A full scale site plan based on Government provided drawings which shall show, to scale, the following: access to the site for equipment;

locations and dimensions of: discharge (landing pipe) and return water pipelines, interior dikes, return water facilities and expected spillway crest elevations; the locations and dimensions of sediment ponds, sediment receiving areas and their volumes; and monitoring methods for retention dikes. The expected detention time achieved shall be calculated based upon the expected discharge into the site and the capacity of sediment ponds. Details showing pipe crossings over or through existing levees or roadways by the discharge or return water pipes shall be included.

Erosion-control Plan: This section shall include the Contractor's plan for controlling erosion and preventing the discharge of sediment to surface waters or surface water drainage courses (i.e., agricultural drainage ditches) from disturbed areas at the dredge material disposal site. Temporary erosion and sediment control measures such as seeding, mulching, sprinkling, ditches, dikes, drains, or sedimentation basins shall be identified.

3.4.2 Water Quality Monitoring and Testing Plan:

This plan shall discuss how the water quality conditions will be monitored and tested and procedures implemented to meet the requirements of paragraph 3.5, WATER QUALITY MONITORING, paragraph 3.7, WATER QUALITY REPORTING, and paragraph 3.8, WATER QUALITY SAMPLE COLLECTION AND TESTING. The Plan will identify the type of equipment used in performing the field sampling and collection, and frequency of calibration for field units. The Plan will also describe the laboratory test methods, the laboratory detection limits, the frequency of blanks, replicates, spikes used by the primary laboratory's internal QA/QC program. The primary laboratory's internal QA/QC program shall also describe the types of standard references, frequency of the use of standard references and the criteria for acceptable results. The primary and QA labs shall be identified and copies of their State of California certification for the testing procedures specified herein will be included in the Plan.

3.4.3 Toxicity and Contaminant Reduction Plan:

This plan shall describe and identify procedures to implement in the event effluent toxicity is detected by the acute or chronic bioassays and the best management practices to implement in the event water quality parameters are exceeded. Such practices and procedures may include but are not limited to:

a. Varying the operation of the dredge and production rate or disposal site operation to increase detention times to meet specified water quality criteria.

b. Take necessary actions, such as adding additional flash boards or constructing interior dikes or larger exterior dikes where allowable, to place the disposal areas in a satisfactory operating condition in the shortest possible time.

c. Use an appropriate flocculent material or chemical treatment to aid precipitation of fine or colloidal sediment.

d. Increase frequency of testing (bioassays or high ammonia levels) to determine the cause of noncompliance. Spread out the dredge material to increase surface area available for oxidation to occur.

e. Implement aeration methods to increase the dissolved oxygen levels in the effluent prior to discharge.

3.5 WATER QUALITY MONITORING

3.5.1 General

The Contractor is responsible to establish and conduct a self monitoring and testing program as specified herein and in Section 01451: CONTRACTOR QUALITY CONTROL.

3.5.2 General Water Quality Requirements

Except where noted otherwise, the general water quality requirements listed in the following subparagraphs will apply to both rivers. Additional monitoring requirements that must be achieved for each river are specified in paragraph 3.11, DREDGING AND DISPOSAL SITE WATER QUALITY MONITORING REQUIREMENTS.

The Contractor will at all times be responsible for maintaining water quality within the specified standards indicated herein and in accordance with the Final Waste Discharge Requirements established by the CVRWQCB for each respective channel as may be amended or revised during the term of the contract. A copy of the current requirements for the Stockton Deep Water Ship Channel (No. 96-220) and the Sacramento Deep Water Ship Channel (No. 88-143) may be obtained through the Contracting Officer or the CVRWQCB.

The Contractor shall utilize best management practices to achieve these limitations. In the event such practices by the Contractor are unable to meet these limitations, the Contractor shall immediately notify the Contracting Officer and implement the procedures in the Toxicity and Reduction Plan to achieve these limitations.

3.5.2.1 Discharge Prohibitions

a. The direct discharge of wastes to surface waters or surface water drainage courses other than the return flow from the disposal site(s) is prohibited.

b. The discharge of dredge return water from hopper dredges to the receiving waters (i.e., river) is prohibited.

c. The discharge of sanitary wastes to the disposal site(s) is prohibited.

d. The discharge of hazardous or designated waste to the disposal site(s) is prohibited.

3.5.2.2 Discharge Specifications

a. The discharge of dredged materials shall only be to the disposal site(s) identified in the task order or to a Contractor furnished disposal site with Waste Discharge requirements approved for accepting dredged material as specified in paragraph 3.2.6, CONTRACTOR FURNISHED DISPOSAL AREA.

b. The dredging discharge to the disposal site(s) shall consist solely of inert waste as defined by Chapter 15, Division 3, Title 23, of the CCR.

c. The Contractor shall ensure that the discharge of any materials generated during dredging operations does not cause a nuisance or condition of pollution as defined by the Federal Water Pollution Control Act (the "Clean Water Act"), the California Water Code, and other applicable laws or regulations.

d. The Contractor shall ensure that the discharge shall not cause the degradation of any water supply.

e. The discharge to the disposal site(s) shall consist solely of sediment and water produced from dredging operations.

f. Appropriate soil erosion control measures shall be made and maintained to prevent discharge of sediment to surface waters or surface water drainage courses from disturbed areas at the dredge material disposal site.

3.5.2.3 Effluent Limitations

The compliance point for applying the following effluent limitations for return water discharged from the disposal sites will be at monitoring station D-1 for discharges directly into the river and D-1_{AG} for discharges directly into an agricultural drainage ditch. The monitoring sites are described in paragraphs 3.11.1.2 and 3.11.2.2, DISPOSAL SITE DISCHARGE MONITORING.

a. The return water shall not have a pH less than 6.5 nor greater than 8.5.

b. The maximum return water flow in the San Joaquin River shall not exceed 9.7 million gallons per day (MGD) and the average daily flow shall not exceed 8.7 MGD. The maximum return water flow in the Sacramento River shall not exceed 4.65 million gallons per day (MGD).

c. Survival of aquatic organisms in the San Joaquin River in a 96-hour (acute) bioassay of undiluted return water shall be no less than the following (see paragraphs 3.11.1.4 and 3.11.2.4, EFFLUENT TOXICITY MONITORING):

- Minimum for any one bioassay = 70%
- Median for any three or more consecutive bioassays = 90%

d. The suspended solids limitations from each disposal area are site-specific interpretations of water quality objectives from the Waste Discharge Requirements adopted for this construction. The return water suspended solids as measured in accordance with paragraphs 3.11.1.2 and 3.11.2.2, DISPOSAL SITE DISCHARGE MONITORING shall not exceed the limitations listed in the task order. To achieve these limits, it may be necessary to mound or stack the material so that the maximum ponding area of the site is utilized.

Special Considerations for the Sacramento River: The suspended solids limit provided for the Sacramento River is a target level which must be initially achieved until results from the monitoring program indicate that an adjustment to this value is necessary so as not to exceed the "criteria" values for any of the constituents listed in paragraphs, DREDGE PLANT MONITORING (3.11.1.1 and 3.11.2.1) and RECEIVING WATER MONITORING FOR THE DISPOSAL SITE (3.11.1.3 and 3.11.2.3).

e. The discharge of return water from the disposal pond shall meet the dilution requirements determined by the chronic specie bioassay for each respective channel.

f. Water quality monitoring shall continue at the required frequency whenever dredging is occurring or return water is being released from disposal sites. The monitoring will continue until the sedimentation pond is completely drained of water.

3.5.2.4 Receiving Water Limitations

Monitoring stations R2 and R4 (see paragraph 3.11, DREDGING AND DISPOSAL SITE WATER QUALITY MONITORING REQUIREMENTS) are the compliance points from which pH, turbidity, temperature, dissolved oxygen, and other receiving water limitations described below will apply. Data collected at monitoring stations along the agricultural drainage ditch (i.e., R-3_{AG} and R-4_{AG}) are only for informational purposes and do not constitute a compliance point.

The discharge shall not cause any of the following conditions in the receiving water at the edge of or outside the mixing zone as defined by the monitoring sites R2 and R4. Discharge is defined as the return water from the disposal site and/or sediment released to the receiving waters from the dredge cutting head, drag head, or bucket.

a. Concentrations of dissolved oxygen to fall below 5.0 mg/l, except for the reach of San Joaquin River between Turner Cut and the Port of Stockton which dissolved oxygen concentration shall not fall below 6.0 mg/l during the period of 1 September through 30 November.

b. Oils, grease, waxes, or other materials which form a visible film or coating on the water surface or on the stream bottom.

c. Oils, greases, waxes, floating material (liquids, solids, foams, and scums) or suspended material which create a nuisance or adversely affecting beneficial uses.

d. Toxic substances in concentrations that produce detrimental physiological responses in human, plant, animal, or aquatic life.

e. Aesthetically undesirable discoloration.

f. Fungi, slimes, or other objectionable growths.

g. Turbidity to increase more than the limits prescribed for each channel.

h. Normal ambient pH to fall below 6.5, or to exceed 8.5, or change by more than 0.5 units.

i. Deposition of material that cause a nuisance or adversely affects beneficial uses.

j. The normal ambient temperature to increase more than 5 degrees Fahrenheit.

k. Taste or odor-producing substances which impart undesirable tastes or odors to fish flesh or other edible products of aquatic origin, or which cause nuisance or which adversely affect beneficial uses.

l. Violation of any applicable water quality standard for receiving waters adopted by the Board or the State Water Resources Control Board pursuant to the Clean Water Act and regulations adopted thereunder.

m. Dissolved concentrations in the receiving waters of the Sacramento River shall not exceed the limits at the edge of the mixing zone under column heading "Criteria" in paragraph 3.11.2.3, RECEIVING WATER MONITORING FOR THE DISPOSAL SITE (SACRAMENTO).

3.5.2.5 Provisions

a. The Contractor shall conduct the toxicity monitoring as specified in paragraphs 3.11.1.4 and 3.11.2.4: EFFLUENT TOXICITY MONITORING.

b. The Contractor shall comply with the Standard Provisions and Reporting Requirements, dated 1 September 1985, which are available from the Contracting Officer.

c. The Contractor shall immediately notify the CVRWQCB and Contracting Officer by telephone whenever a unintended release, effluent toxicity, or adverse condition occurs as a result of the discharge or dredging operation; written confirmation shall follow within two weeks.

d. The Contractor shall notify the Contracting Officer and the CVRWQCB promptly of any significant changes in the character or volume of the return water.

3.6 VIOLATIONS OF WATER QUALITY REQUIREMENTS

The Contractor is responsible for recognizing and reporting any water quality violations. When violations of the water quality requirements (exceedence of parameters identified in paragraph 3.5.2: GENERAL WATER QUALITY REQUIREMENTS and its subparagraphs) due to the dredging process and/or discharge of return water are detected, the Contractor shall immediately take action to restore the process or discharge to contract requirements. The Contractor will perform additional monitoring and investigation, as necessary, and without additional cost to the Government, to determine the nature and impact of the noncompliance. The Contractor will perform analytical testing on all listed constituents for the D-1 or D-1_{ag} samples whenever TSS limits are exceeded. In the event of noncompliance, the Contractor shall immediately notify the Contracting Officer and the CVRWQCB, by telephone, facsimile transmission, telegram, or other rapid means of communication. The Contractor shall inform both the Contracting Officer and the CVRWQCB of the corrections or actions the Contractor proposes to take in order to comply with the water quality requirements of the contract. Written confirmation shall follow within 2 weeks and shall include a detailed statement of corrective actions taken, the date and time of the violation and the parameter violated and that parameters acceptance criteria. Written confirmation shall be by separate correspondence addressed to the Contracting Officer, and to the CVRWQCB. The letter shall contain the words "Notice of Noncompliance" on the envelope and at the top of the letter.

In the event the violation cannot be corrected within 24 hours the Contractor may be required to cease discharging into the disposal area, to cease discharging all return water into the receiving waters, and to remain shut down until compliance with water quality requirements can be met and maintained.

If a shut down occurs for water quality violations resulting from a differing site condition which was not due to the Contractor's or a subcontractor's fault or negligence, an equitable adjustment shall be made under the DIFFERING SITE CONDITIONS clause. All costs associated with a Contractor induced water quality violation, failure to provide water quality report, etc., shall be at no cost to the Government. Any costs resulting from corrective measures taken in the event of a violation of water quality standards that were not due to a differing site condition shall be the responsibility of the Contractor and not the Government.

3.7 WATER QUALITY REPORTING

The Contractor will be required to report the results from the water quality monitoring program to the Contracting Officer daily, with weekly and monthly summaries, using forms to be provided by the Valley Resident Office. A sample copy of the form is attached in Section 01451: CONTRACTOR QUALITY CONTROL. Each disposal site will be presented on a separate form. Electronic copies of the form are also available. The Contractor shall verify the forms for completeness and modify them as necessary and present all test results and other information. Any violation of water quality requirements shall be noted in the reports.

3.7.1 Frequency of Reports

The reports shall be submitted to the parties identified herein and at the frequencies indicated regardless of whether dredging is being performed until all disposal sites are completely drained.

3.7.1.1 Daily Water Quality Field Logbook

The Contractor shall keep in a bound logbook, daily entries of the following water quality information: (1) the water quality conditions of the receiving water and disposal pond (i.e., color and other characteristics of the decant water, performance of the sedimentation pond, and the type of sediment deposited into the pond), (2) the start-up time for release of the return water, (3) the time the return water stopped and for what reason, (4) the results of the day's field water quality tests and the location of the dredge when the samples were collected, (5) indicate any noncompliance with water quality criteria.

3.7.1.2 Weekly Reports

A typewritten or computer generated spreadsheet of field and laboratory water quality test results shall be submitted on the provided forms on a weekly basis to the following: (1) Corps of Engineers, Civil Design Section, 1325 J Street, Sacramento, California, 95814-2922, Attn: Mr. Peter Valentine, (2) Corps of Engineers, Valley Resident Office, P.O. Box 935, West Sacramento,

California 95691. A written narrative discussing any water quality violations, unusual conditions or changes in the nature of the discharge, and disposal site performance shall accompany each report.

3.7.1.3 Monthly Reports

Monthly summary reports of water quality conditions including laboratory and field results shall be submitted by the 13th of each month and cover the previous 30 day reporting period. The report shall be a typewritten or computer processed spreadsheet summary of the bioassay, field, and laboratory water quality test results submitted on the provided forms. The reports will be sent to (1) Corps of Engineers, Valley Resident Office, P.O. Box 935, West Sacramento, California 95691; (2) Corps of Engineers, Civil Design Section, 1325 J Street, Sacramento, California, 95814-2922, Attn: Mr. Peter Valentine; (3) Central Valley Region, Water Quality Control Board, 3443 Routier Rd, Sacramento, California, 95827-3098, Attn: Ms. Donna Podger. The report shall include a narrative discussion of the month's dredging activities and any unusual occurrences or changes in the nature of discharge (i.e., discoloration, floating or suspended matter, visual impacts to aquatic life).

A discussion of any instances of noncompliance with any discharge requirements and actions taken to correct the violation shall also be included. A letter of transmittal validating the data (i.e., acceptable matrix spikes and detection limits) and evaluating the water quality monitoring data for conformance to the effluent standards contained herein shall accompany each report. All reports shall be signed by a principal executive officer of at least the level of senior vice-president if a corporation or by a general partner if a partnership or by the duly authorized CQC System Manager and contain the following certification:

"I certify under penalty of law that I have personally examined and am familiar with the information submitted in this document and all attachments and that, based on my inquiry of those individuals immediately responsible for obtaining the information, I believe that the information is true, accurate, and complete. I have compared the information to the specified water quality requirements and than any discrepancies have been identified and explained. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment."

3.7.1.4 Final Report

Within 30 days of completing all water quality testing, the Contractor shall submit four (4) copies of a final water quality report for the work to the Corps of Engineers. One copy will be sent to Valley Resident Office, P.O. Box 935, West Sacramento, California 95691 and three copies will be sent to Corps of Engineers, Civil Design Section, 1325 J Street, Sacramento, California, 95814-2922, Attn: Mr. Peter Valentine. The report will summarize all laboratory analysis, instrumentation measurements, and the requirements of this QA/QC program. The report shall also include an "Executive Summary" section which states affirmatively whether or not any exceedance occurred and if there were any mitigating circumstances, whether toxicity was found in the bioassays, and a narrative statement of project activities highlighting dates, locations, volumes, any unusual occurrences, and generally, how the work was carried out. The report shall include the following sections (separated by

tabs and placed in a standard (8.5" x 11") 3 ring binder with each section arranged in chronological order):

- Section 1: Certification Letter & Executive Summary of the Monitoring Program.
- Section 2: Field Logbook (Daily narrative of events)
- Section 3: All monthly WQ reports
- Section 4: Bioassays Results (chronic and acute where required)
- Section 5: Laboratory data sheets on tests performed
- Section 6: Laboratory QA/QC data for bioassays, metals and non-metals
- Section 7: Chain of Custody and other documents (calibration logbook or records)

3.7.2 Laboratory Results

The Contractor shall provide the Contracting Officer's representative the laboratory analysis results according to the schedule below. Summaries of all laboratory results shall be presented in the weekly and monthly reports. The Contractor's testing lab will immediately notify the Contractor and the Contracting Officer's representative by fax or telephone if the results from any of the bioassays resulted in survival rates less than those specified herein. The Contractor will then take the necessary corrective action per paragraphs 3.11.1.4 and 3.11.2.4, EFFLUENT TOXICITY MONITORING.

- Suspended solids: No later than 3 calendar days following collection
- Chronic Bioassay: No later than 21 calendar days following collection
- Acute Bioassay: No later than 7 calendar days following collection
- All other tests: No later than 14 calendar days following collection
- Ammonia & BOD: No later than 2 calendar days following collection

3.7.3 Failure to File Timely and Complete Reports

In the event that lab or field performed water quality test results are not performed as specified or the forms are not completely filled out as specified and received by the Contracting Officer, Civil Design Section, and the CVRWQCB, within the time frames specified in paragraph 3.7, WATER QUALITY REPORTING, the Contractor will be considered in noncompliance. This may lead the Government to shut down the Contractor's operations until the reports are received. The Contractor shall be responsible for any costs or delays incurred as a result of the shut down. Furthermore, any payment due the Contractor may be withheld. The Contractor shall be liable for any damages, fees, or penalties the CVRWQCB may impose upon the Government for failure to provide timely reports or failure to perform all the required tests.

3.8 WATER QUALITY SAMPLE COLLECTION AND TESTING

3.8.1 Responsibility to Perform Tests

The Contractor shall be responsible for performing all the specified tests and for providing all personnel, water sampling equipment and containers, testing equipment, and other apparatus necessary to perform the required work. Testing shall be in accordance with standard practice and the Contractor's Water Quality Monitoring and Testing Plan.

3.8.2 Sampling, Collection, and Testing

Collection and analysis of the daily field water quality tests and collection for laboratory analysis shall be performed by qualified CQC personnel. Such personnel shall be familiar with EPA document 600/4-84/076 (Characterization of Hazardous Waste Site Sampling Methods) and shall be familiar with performing manual or instrumented tests and calibration procedures when conducting the field water quality tests, and comply with accepted methods for sample container selection, sample volumes, preservation techniques, and chain of custody records for collection of samples for laboratory analysis. Proof of at least three years experience in sample collection and training classes shall be submitted for review. In order to maintain continuous water quality testing and collection in the field, the Contractor is advised to have backup field testing and collection equipment in case of equipment breakage or failure, or the capability of having field testing and collection work completed within specified time for each water quality field test or collection specified in this contract, to ensure a contractual or water quality violation does not occur.

Sample collection personnel shall attend a mandatory sample collection techniques demonstration conducted by the Corps of Engineers at the job site. Arrangements with the Corps shall be made at least 72 hours prior to the collection of samples for the dredging project.

The handling of samples to be analyzed, the equipment necessary for testing, and procedures for determination of results shall be used and carried out as reported in the EPA document number SW-846 titled "Test Methods for Evaluating Solid Waste", or other procedures approved by the CVRWQCB and the Contracting Officer. Information on test methods, equipment necessary for testing, and procedures for determination of pH, turbidity, and dissolved oxygen, may be obtained from the Corps of Engineers, Environmental Engineering Section, ATTN: Mr. John Headlee, 1325 J Street, Sacramento, California 95814.

Laboratory analysis shall be performed using test method detection limits at or below the minimum levels or criteria values (in the case of Sacramento) indicated. If internal standard failures are reported by the laboratory during the analysis, the Contractor's laboratory will immediately contact the Corps' Water Quality Specialist and the Contractor as to alternative testing methods that will result in the required detection limits. Any additional tests will be the expense of the Contractor. Chain of Custody procedures shall be followed for the collection and analysis of samples taken.

3.8.3 QA Monitoring

The Contractor will collect and transport 10% of all the QC samples (split samples), including blanks (a minimum of one split, blank, and rinseate sample per this contract) taken from monitoring station D-1 or D-1_{AG} (if disposal requires the use of an agricultural drainage ditch to transport effluent back to the river). The costs for the sample collection, transportation, and analysis by the QA lab shall be at the Contractor's expense. The Contracting Officer's Representative and the Corps' water quality specialist, Mr. John Headlee, (916) 557-7666 shall both be contacted 72 hours prior to collection of the QA sample. The QA work shall be in accordance with the following QA/QC

Program to ensure that field instrumentation measurements and water collection and data recording procedures are acceptable:

3.8.3.1 Validation of the Analytical Laboratory

The contractor must utilize a California certified laboratory to analyze all required water quality samples. These water samples are normally called primary water samples. To validate the analytical laboratory, a split QA sample must be collected by the contractor at least once during the dredging project. A split QA water sample is a duplicate water sample of the primary water sample collected at D-1 or D-1_{AG}. In addition, the contractor's decontamination procedure will be validated by analysis of a rinsewater sample and a blank water sample collected by the contractor at least once during each dredging year. A rinsewater sample is rinse water collected from the third and final rinse. A blank water sample is "unused" deionized water used to rinse the equipment. The contractor shall label the rinsewater and blank water sample as "RINSEATE-YRMODA" and "BLANK-YRMODA" respectively, where YRMODA represents the year, month, and date the water samples were collected (i.e. 971022 for Oct 22, 1997). It is generally more convenient to collect the rinsewater sample, the blank water sample and the split QA sample on the same day. The contractor shall label the split QA water sample as "QA-xxxxxxx" where xxxxxxxx represents the exact same ID number as the primary water sample collected as D-1 or D-1_{AG}.

3.8.3.2 QA Field Audits by Corps of Engineers

At least once during each year that dredging is performed and normally early during the dredging project, a water quality specialist from the Corps of Engineers will visit the contractor to conduct a QA Field Audit. A QA Field Audit is intended to verify that the Contractor is conducting water quality instrumentation measurements at the proper frequency, following the calibration procedures, collecting water samples at the proper frequency, packing the water samples in an ice cooler with ice or blue ice, completing the chain of custody properly, recording the proper information in the daily field logbook, using the correct water collection procedures, and ensuring that this QA/QC program will be employed. Past experience has indicated that the most common mistakes are as follows:

1. Improper water collection techniques. (i.e., allowing the inside of the cap to touch a foreign surface, not using clean latex gloves, using dirty equipment and containers to collect a water sample, etc)
2. Not storing the sample bottles in ice or blue ice.
3. Not completing the chain of custody properly. (i.e., leaving blanks in the COC form)
4. Not being familiar with the contractual requirements. (i.e., frequency of water sampling and/or instrumentation measurements, lack of information specified for the daily logbook)
5. Not being familiar with the testing requirements. (i.e., detection Limits, testing for "total" metals only when both "total and dissolved" metals are required)
6. Not being familiar with the acceptance criteria. (i.e., limits on Total Suspended Solids and dissolved metals; lab reports noted Exceedence but contractor failed to notify immediately)

7. The contractor shall be familiar with all requirements and proper water quality procedures by proper training, contacting the laboratory, or contacting the Corps of Engineers. Documentation of a QA Field Audit is not necessary except for a log entry identifying the date of the audit and the name of the water quality specialist from the Corps of Engineers. If deficiencies are found during the first QA Field Audit, the Contractor will take the necessary action to correct the deficiencies identified by the audit. A second QA Field Audit may be conducted as an option to the government.

3.8.3.3 Submission of Calibration and Rinseate, Blank, Split QA Water Samples

The contractor shall submit the calibration logbook at the end of the dredging project. The contractor shall submit the rinseate, blank and split QA water samples to an independent certified laboratory. The rinseate, blank and split QA water samples shall be analyzed for metals using the same detection levels as the primary laboratory. The contractor shall submit the lab results for the rinseate, blank, split QA at the end of the dredging project.

3.9 OVERDEPTH AND SIDE SLOPES

3.9.1 Dredging Tolerance

Where dredging for the purpose of attaining the project required depth has been undertaken by the Contractor, material actually removed from below the required dredging template, to a depth not more than one (1) foot, or two (2) feet below the project depth as set by task order (the tolerance to cover inaccuracies of the dredging process), shall be measured and paid for as specified herein. No payment will be made for overdepth side slope dredging.

3.9.2 Excessive Dredging

Material taken from beyond the limits as extended in the provisions in paragraph, DREDGING TOLERANCE, will be deducted from the total amount dredged as excessive overdepth dredging, or excessive side slope dredging for which no payment will be made. The Contractor will be responsible for all costs and damages related to such excessive dredging including obtaining additional disposal areas and/or obtaining approval from the Contracting Officer and appropriate landowner for placing the additional material on the disposal sites designated in this contract. Nothing herein shall be construed to prevent payment for the excavation of shoals performed in accordance with the applicable provisions of paragraph, SHOALING AFTER ACCEPTANCE.

3.10 DREDGE INSPECTION AND REPORTING REQUIREMENTS

The Contractor shall inspect the work for compliance with contract requirements and prepare and maintain a daily record of inspection of all operations, including levee conditions. Actual dredge working hours and dimensions of the area dredged shall be logged daily on the Contractor's dredge log and provided on a daily basis to the Contracting Officer.

3.11 DREDGING AND DISPOSAL SITE WATER QUALITY MONITORING REQUIREMENTS

3.11.1 STOCKTON DEEP WATER SHIP CHANNEL

The following monitoring requirements are applicable only when dredging in the Stockton Deep Water Ship Channel.

3.11.1.1 Dredge Plant Water Monitoring:

Grab samples shall be taken at five feet below the surface of the water and ten feet from the channel bottom. At each monitoring station, the two grab samples shall be composited together in equal volumes to produce a single sample for analysis. Water samples shall be taken from the following stations:

<u>Station</u>	<u>Description</u>
R-1	Up current of the dredging location undisturbed by the dredging operation, and not to exceed 3000 feet from the dredge.
R-2	300 feet down current of the dredge suction head or clamshell bucket.

Samples shall be collected and analyzed from Stations R-1 and R-2 as follows:

<u>Constituent/Analysis</u>	<u>Units</u>	<u>Sampling Frequency</u>	<u>Minimum Detection Limit (mg/l)</u>
Turbidity	NTUs	Daily (Field Test)	
Dissolved Oxygen	mg/l	Daily (Field Test)	
Temperature	°F	Daily (field test)	
pH	pH units	2 times per week	
Suspended Solids (TSS)	mg/l	2 times per week	
Electrical Conductivity	umhos/cm	2 times per week	
Hardness, as CaCO ₃	mg/l	Start-up ¹	
Total Arsenic	mg/l	Start-up ¹	0.001
Total Cadmium	mg/l	Start-up ¹	0.0005
Total Chromium	mg/l	Start-up ¹	0.001
Total Copper	mg/l	Start-up ¹	0.001
Total Mercury	mg/l	Start-up ¹	0.0002
Total Nickel	mg/l	Start-up ¹	0.005
Total Lead	mg/l	Start-up ¹	0.002
Total Thallium	mg/l	Start-up ¹	0.002
Total Zinc	mg/l	Start-up ¹	0.002

¹ Every time a new disposal site is utilized.

3.11.1.2 Disposal Site Discharge Monitoring

Within 24 hours of initial discharge, samples shall be collected at the monitoring station(s) and analyzed for both **General Parameters** and **Trace Metals**. Subsequent samples for **Trace Metals** will be collected at the

monitoring station(s) and preserved on a daily basis but analyzed only if the corresponding suspended solids limit for that day has been exceeded. Except in those instances when the suspended solids limit has been exceeded, the collected samples will be analyzed according to the following schedule for both **General Parameters** and **Trace Metals**:

<u>Station</u>	<u>Description</u>
D-1	Disposal site return water that is about to be spilled or pumped from the sedimentation pond directly into the river (For the disposal sites that utilize an agricultural drainage ditch, this sample will be collected at the sump just prior to being pumped or discharged back into the river).
D-1 _{AG}	Disposal site return water that is about to be spilled or pumped from the sedimentation pond into the agricultural drainage ditch (Applicable for monitoring compliance with total suspended solids and effluent Limitations if disposal requires the use of an agricultural drainage ditch to transport effluent to a dewatering sump. Monitoring at the dewatering sump D-1 will be required in addition to monitoring at D-1 _{AG} when agricultural ditches are utilized).

<u>Constituent/Analysis</u>	<u>Units</u>	<u>Analysis Frequency</u>	<u>Minimum Detection Limit (mg/l)</u>
General Parameters			
Flow	MGD	Daily (Field Test)	
pH	pH units	Daily (Field Test)	
Electrical Conductivity	umhos/cm	Daily (Field Test)	
Turbidity	NTUs	Daily (Field Test)	
Dissolved Oxygen	mg/l	Daily (Field Test)	
Temperature	°F	Daily (field test)	
Suspended Solids (TSS)	mg/l	Daily	
BOD ₅	mg/l	Weekly	
Ammonia	mg/l	Weekly ⁵	
Acute Bioassay ³	% Survival	Monthly	
Chronic Bioassay	% Survival	Once	
Trace Metals (TOTAL AND DISSOLVED)²			
Arsenic	mg/l	Biweekly ^{1,4}	0.001
Antimony	mg/l	Biweekly ^{1,4}	0.006
Barium	mg/l	Biweekly ^{1,4}	1.0
Cadmium	mg/l	Biweekly ^{1,4}	0.0005

Chromium	mg/l	Biweekly ^{1,4}	0.001
Copper	mg/l	Biweekly ^{1,4}	0.001
Lead	mg/l	Biweekly ^{1,4}	0.002
Mercury	mg/l	Biweekly ^{1,4}	0.0002
Nickel	mg/l	Biweekly ^{1,4}	0.005
Thallium	mg/l	Biweekly ^{1,4}	0.0002
Zinc	mg/l	Biweekly ^{1,4}	0.002

¹ Every two weeks starting with the first day of spilling into the river.

² Total and dissolved concentrations shall be determined for each constituent.

³ 96-hour static test using fathead minnows or Golden shiners

⁴ A back-up sample shall be collected & preserved daily. The back-up sample will be analyzed if the corresponding suspended solids (TSS) limitation for that day has been exceeded. Otherwise, the analysis will be on a weekly or biweekly basis as indicated.

⁵ Weekly starting with the first day material is deposited into the site.

3.11.1.3 Receiving Water Monitoring for the Disposal Site

Grab samples shall be taken at five feet below the surface of the water and ten feet from the channel bottom. At each monitoring station, the two grab samples shall be composited together in equal volumes to produce a single sample for analysis. Individual grab samples shall be taken at mid depth from each of the agricultural drainage ditch monitoring stations. If agricultural drainage ditches are utilized, one background water sample from the ditch shall be collected prior to discharge into the ditch and analyzed for the listed constituents.

<u>Station</u>	<u>Description</u>
R-3	Up current of the discharge location undisturbed by the discharge of the return water from the disposal site, not to exceed 300 feet from the point of discharge. (If agricultural drainage ditches are utilized, R3 is collected when dewatering pumps are operating.)
R-3AG	300 feet upstream of the discharge location at the agricultural drainage ditch. (Applicable only if disposal requires the use of an agricultural drainage ditch to transport effluent back to the river).
R-4	300 feet down current of the discharge point and on the same side of the river as the discharge point. (If agricultural drainage ditches are utilized, R4 is collected when dewatering pumps are operating.)

R-4_{AG} 300 feet downstream of the discharge point into the agricultural drainage ditch. (Applicable only if disposal requires the use of an agricultural drainage ditch to transport effluent back to the river).

Samples shall be collected and analyzed from Stations R-3, R-3_{AG}, R-4, and R-4_{AG} as listed below. When possible samples shall be collected on the same day(s) that samples for the disposal site (return flow) discharge monitoring are collected.

<u>Constituent/Analysis</u>	<u>Units</u>	<u>Sampling Frequency</u>	<u>Minimum Detection Limit (mg/l)</u>
Turbidity	NTUs	Daily (Field Test)	
Dissolved Oxygen	mg/l	Daily (Field Test)	
Temperature	°F	Daily (field test)	
pH	pH units	2 times per week	
Suspended Solids (TSS)	mg/l	2 times per week	
Electrical Conductivity	umhos/cm	2 times per week	
Hardness, as CaCO ₃	mg/l	Biweekly ¹	
Total Arsenic	mg/l	Biweekly ¹	0.001
Total Antimony	mg/l	Biweekly ¹	0.006
Total Barium	mg/l	Biweekly ¹	1.0
Total Cadmium	mg/l	Initiation of Discharge	0.0005
Total Chromium	mg/l	Initiation of Discharge	0.001
Total Copper	mg/l	Biweekly ¹	0.001
Total Mercury	mg/l	Biweekly ¹	0.0002
Total Nickel	mg/l	Initiation of Discharge	0.005
Total Lead	mg/l	Biweekly ¹	0.002
Total Thallium	mg/l	Biweekly ¹	0.001
Total Zinc	mg/l	Biweekly ¹	0.002

¹ Every two weeks starting with the first day of spilling into the river

3.11.1.4 Effluent Toxicity Monitoring

Effluent toxicity monitoring shall be conducted to determine whether the effluent is contributing toxicity to the San Joaquin River. Acute and chronic bioassays shall be performed. The acute bioassay tests are designed to determine effluent toxicity within the mixing zone. The acute bioassay is a shorter term test using older age test specimens. The chronic bioassay test accounts for effluent toxicity effects in the receiving water at the edge of the mixing zone. The chronic test is a longer term test using younger age test species. This test is performed at only one of the disposal sites and at the first site discharging into the river.

Acute Bioassays: The Contractor shall conduct a 96 hour acute bioassay according to U.S. EPA guidance manual EPA (600-4/90-027) at each disposal site discharging into the receiving water. The acute bioassays shall be a static renewal type using 100% effluent and the dilution series specified below.

Renewal water shall be taken from the pond on a daily basis. The laboratory shall perform all determinations of reproduction success, growth rates, and mortality as presented in the EPA procedures, and interpret and summarize the statistical significance of the results as they pertain to toxicity of the collected samples. The laboratory summary report shall clearly indicate the following: the number of fish used, the number of fish surviving and deaths, the survival rate expressed as percentage, the test procedure, the water used, the test dates and duration of the test. If it is shown that the effluent is causing unacceptable survival rates in the bioassay, as defined under paragraph, EFFLUENT LIMITATIONS, the Contractor shall immediately inform the Contracting Officer and the CVRWQCB. The Contractor will immediately implement the Toxicity and Contaminant Reduction Plan to reduce toxicity effects.

Species: *Pimephales promelas* or Golden shiners
 Protocol: EPA 600-4/90-027
 Frequency: Within 24 hour of initial discharge, monthly thereafter
 Dilution Series: As follows for each set of tests:

	Dilutions (%)					Control
	100	25	12.5	6.25	3.12	River Water
% Effluent	100	25	12.5	6.25	3.12	0
% Dilution Water ¹	0	75	87.5	93.75	96.88	100

¹ Dilution Water shall be non-toxic receiving water from the San Joaquin River taken up-current from the discharge point.

Chronic Bioassays: The Contractor shall run one set of 3-specie bioassays as specified in U.S. EPA guidance manual EPA (600-4/89-001). Except as noted herein, the bioassay will be performed one time and at the first site to discharge into the river. The bioassay shall be done as soon as possible into the job and as soon as representative dredging and disposal conditions are underway (time not to exceed 7 days from start of discharge). The laboratory shall perform all determinations of reproduction success, growth rates, and mortality as presented in the EPA procedures, and interpret and summarize the statistical significance of the results as they pertain to toxicity of the collected samples. The laboratory summary report shall clearly indicate the following: the number of fish used, the number of fish surviving and deaths, the survival rate expressed as percentage, the test procedure, the water used, the test dates and duration of the test. If it is shown that the effluent is causing unacceptable results in the bioassay, as defined by the EPA guidance criteria, the Contractor shall immediately inform the Contracting Officer and the CVRWQCB and immediately run additional bioassays by diluting the dredge effluent with river water using the specified dilution series. In accordance with the Toxicity and Reduction Plan, the effluent from the disposal site shall be regulated to meet the dilution requirements determined from the bioassay. Note there is a 36 hour maximum holding time for the chronic bioassay effluent and river water.

Species: *Pimephales promelas*, *Ceriodaphnia*, and *Selenastru*
 Protocol: EPA 600-4/89-001
 Frequency: Once at first site to discharge

Dilution Series: Initial testing shall be on 100% effluent. If toxicity is found, then retesting must be performed using the following dilution series:

	Dilutions (%)					Controls	
	<u>100</u>	<u>50</u>	<u>25</u>	<u>12.5</u>	<u>6.25</u>	<u>River Water</u>	<u>Lab Water</u>
% Effluent	100	50	25	12.5	6.25	0	0
% Dilution Water ¹	0	50	75	87.5	93.75	100	0
% Lab Water	0	0	0	0	0	0	100

¹ Dilution Water shall be non-toxic receiving water from the San Joaquin River taken Up current from the discharge point.

3.11.1.5 Collection of Effluent Toxicity Samples

Effluent toxicity samples shall be collected from the sedimentation pond discharge prior to its entering the San Joaquin River or agricultural ditch (if disposal from the site requires the use of an agricultural drainage ditch to transport effluent back to the river). Grab samples shall be representative of the volume and quality of the discharge. Time of collection of samples shall be recorded and strict chain of custody procedures followed.

3.11.2 **SACRAMENTO DEEP WATER SHIP CHANNEL.** The following monitoring requirements are only applicable to the Sacramento Deep Water Ship Channel.

The return water suspended solid limitation provided in the task order is a calculated value based upon anticipated dredge discharge conditions (discharge into the disposal site assumed 15 cfs at 15% solids). This is a target value which shall be achieved until results from the monitoring program indicate that an adjustment to this value is necessary in order to meet the receiving water limitations at the edge of the mixing zone for any of the constituents listed under column heading "Criteria". The Contracting Officer's representative shall be notified if an adjustment to the suspended solids value is required.

3.11.2.1 Dredge Plant Water Monitoring:

Grab samples shall be taken at five feet below the surface of the water and ten feet from the channel bottom. At each monitoring station, the two grab samples shall be composited together in equal volumes to produce a single sample for analysis. Water samples shall be taken from the following stations as indicated in the schedule below:

<u>Station</u>	<u>Description</u>
R-1	Up current of the dredging location undisturbed by the dredging operation, and not to exceed 3000 feet from the dredge.
R-2	300 feet down current of the dredge suction head.

<u>Constituent/Analysis</u>	<u>Units</u>	<u>Sampling Frequency</u>	<u>Criteria</u>
pH	pH units	Daily (field test)	6.5 to 8.5
Dissolved Oxygen	mg/l	Daily (field test)	≥5.0
Temperature	°F	Daily (field test)	< 5°F above ambient
Settleable Matter	mg/l/hr	Daily (field test)	0.30
Turbidity ¹	NTU	Two/Day (field test)	
Suspended Solids (TSS)	mg/l	Two/week	30.0
Oil and Grease	mg/l	Weekly	10.0
Nitrate (NO ₃)	mg/l	Weekly	45.0
Trace Metals (Total & Dissolved)²			
Ag	ug/l	Two/Month	0.12
As	ug/l	Two/Month	10.0
Cd	ug/l	Two/Month	1.1
Cr VI	ug/l	Two/Month	11.0
Cu	ug/l	Two/Month	10.0
Hg	ug/l	Two/Month	0.012
Ni	ug/l	Two/Month	13.4
Pb	ug/l	Two/Month	3.2
Se	ug/l	Two/Month	10.0
Zn	ug/l	Two/Month	100.0
Tribuytl Tin	ug/l	Two/Month	0.020
Total Trihalomethanes	ug/l	Two/Month	100.0
Formation Potential			

¹ Turbidity readings shall be collected at least 8 hours apart and shall not exceed the following limitations:

- Where natural turbidity is between 0 and 50 NTU, increases shall not exceed 20 percent.
- Where natural turbidity is between 50 and 100 NTU, increases shall not exceed 10 NTU.
- Where natural turbidity is greater than 100 NTU, increases shall not exceed 10 percent.

² Total and dissolved concentrations shall be determined for each constituent.

3.11.2.2 Disposal Site Discharge Monitoring

Within 24 hours of initial discharge from the site, samples shall be collected and analyzed from monitoring station D-1. Samples shall be representative of the volume and nature of the waters. Subsequent samples shall be collected and analyzed according to the following schedule (starting with the first day of spilling into the river).

<u>Station</u>	<u>Description</u>
D-1	Disposal site return water that is about to be spilled or pumped from the sedimentation

pond directly into the **river** (For the disposal sites that utilize an agricultural drainage ditch, this sample will be collected at the sump just prior to being pumped or discharged back into the river).

D-1_{AG}

Disposal site return water that is about to be spilled or pumped from the sedimentation pond into the **agricultural drainage ditch** (Applicable for monitoring compliance with total suspended solids and effluent limitations if disposal requires the use of an agricultural drainage ditch to transport effluent to a dewatering sump. Monitoring at the dewatering sump D-1 will generally occur in addition to monitoring at D-1_{AG} when agricultural ditches are utilized.

<u>Constituent/Analysis</u>	<u>Units</u>	<u>Sampling Frequency</u>
Flow	MGD	Daily (field test)
pH	pH Units	Daily (field test)
Dissolved Oxygen	mg/l	Daily (field test)
Temperature	°F	Daily (field test)
Turbidity ²	NTU	Two/Day (field test)
Settleable Matter	mg/l-hr	Daily (field test)
Suspended Solids (TSS)	mg/l	Daily
Oil and Grease	mg/l	weekly
Nitrate (NO ₃)	mg/l	weekly
Hardness, as CaCO ₃	mg/l	Two/Month
Trace Metals (Total & Dissolved) ¹		
Ag	ug/l	Two/Month
As	ug/l	Two/Month
Cd	ug/l	Two/Month
Cr VI	ug/l	Two/Month
Cu	ug/l	Two/Month
Hg	ug/l	Two/Month
Ni	ug/l	Two/Month
Pb	ug/l	Two/Month
Se	ug/l	Two/Month
Zn	ug/l	Two/Month
Trihalomethanes	ug/l	Two/Month
Pesticides and PCB's	ug/l	Monthly
EPA Method 608		
Chronic Bioassay	% Survival	Once

¹ Total and dissolved concentrations shall be determined for each constituent.

² Turbidity readings shall be collected at least 8 hours.

3.11.2.3 Receiving Water Monitoring for the Disposal Site

Grab samples shall be taken at five feet below the surface of the water and ten feet from the channel bottom. At each monitoring station, the two grab samples shall be composited together in equal volumes to produce a single sample for analysis as indicated in the schedule below. Individual grab samples shall be taken at mid depth from each of the agricultural drainage ditch monitoring stations. If agricultural drainage ditches are utilized, one background water sample from the ditch shall be collected prior to discharge into the ditch and analyzed for the listed constituents. When possible samples shall be collected on the same day(s) that samples for the disposal site (return flow) discharge monitoring are collected.

<u>Station</u>	<u>Description</u>
R-3	Up current of the discharge location undisturbed by the discharge of the return water from the disposal site, but not to exceed 3000 feet. (If agricultural drainage ditches are utilized, R3 is collected when dewatering pumps are operating.)
R-3 _{AG} ²	300 feet upstream of the discharge location at the agricultural drainage ditch. (Applicable only if disposal requires the use of an agricultural drainage ditch to transport effluent back to the river).
R-4	1000 feet down current of the discharge point. (If agricultural drainage ditches are utilized, R4 is collected when dewatering pumps are operating.)
R-4 _{AG}	300 feet downstream of the discharge point into the agricultural drainage ditch. (Applicable only if disposal requires the use of an agricultural drainage ditch to transport effluent back to the river).

<u>Constituent/Analysis</u>	<u>Units</u>	<u>Sampling Frequency</u>	<u>Criteria</u>
pH	pH units	Daily (field test)	6.5 to 8.5
Dissolved Oxygen	mg/l	Daily (field test)	≥5.0
Temperature	°F	Daily (field test)	< 5°F above ambient
Settleable Matter	mg/l/hr	Daily (field test)	0.30
Turbidity ¹	NTU	Two/Day (field test)	
Suspended Solids (TSS)	mg/l	Two/week	30.0
Oil and Grease	mg/l	Weekly	10.0
Nitrate (NO ₃)	mg/l	Weekly	45.0
Trace Metals (Total & Dissolved)³			
Ag	ug/l	Two/Month	0.12
As	ug/l	Two/Month	10.0

Cd	ug/l	Two/Month	1.1
Cr VI	ug/l	Two/Month	11.0
Cu	ug/l	Two/Month	10.0
Hg	ug/l	Two/Month	0.012
Ni	ug/l	Two/Month	13.4
Pb	ug/l	Two/Month	3.2
Se	ug/l	Two/Month	10.0
Zn	ug/l	Two/Month	100.0
Tribuytl Tin	ug/l	Two/Month	0.020
Total Trihalomethanes	ug/l	Two/Month	100.0
Formation Potential			

- ¹ Turbidity readings shall be collected at least 8 hours apart and shall not exceed the following limitations:
 - Where natural turbidity is between 0 and 50 NTU, increases shall not exceed 20 percent.
 - Where natural turbidity is between 50 and 100 NTU, increases shall not exceed 10 NTU.
 - Where natural turbidity is greater than 100 NTU, increases shall not exceed 10 percent.
- ² One background water sample from the agricultural drainage ditch shall be collected prior to discharge into the ditch and analyzed for the listed constituents.
- ³ Total and dissolved concentrations shall be determined for each constituent.

3.11.2.4 Effluent Toxicity Monitoring

Effluent toxicity monitoring shall be conducted to determine whether the effluent is contributing toxicity to the Sacramento River. The Contractor shall run one set of 2-specie bioassays as specified in U.S. EPA guidance manual EPA (600-4/85-014) and EPA 440-4/85-032 using undiluted pond effluent, river water, and lab water. Except as noted herein, the bioassay will be performed one time and at the first site to discharge into the river. The bioassay shall be done as soon as possible into the job and as soon as representative dredging and disposal conditions are underway (time not to exceed 7 days from start of discharge). The laboratory shall perform all determinations of reproduction success, growth rates, and mortality as presented in the EPA procedures, and interpret and summarize the statistical significance of the results as they pertain to toxicity of the collected samples. The laboratory summary report shall clearly indicate the following: the number of fish used, the number of fish survival and deaths, the survival rate expressed as percentage, the test procedure, the water used, the test dates and duration of the test. If it is shown that the effluent is causing unacceptable results in the bioassay, as defined by the EPA guidance criteria, the Contractor shall immediately inform the Contracting Officer and the CVRWQCB and immediately run additional bioassays by diluting the dredge effluent with river water using the specified dilution series. Note there is a 36 hour maximum holding time for the chronic bioassay effluent and river water.

Species: *Pimephales promelas*, and *Ceriodaphnia*

Protocol: EPA 600-4/85-014
 Frequency: Once at first site to discharge
 Dilution Series: Initial testing shall be on 100% effluent. If toxicity is found, then retesting must be performed using the following dilution series:

	Dilutions (%)					Controls	
	<u>100</u>	<u>50</u>	<u>25</u>	<u>12.5</u>	<u>6.25</u>	<u>River Water</u>	<u>Lab Water</u>
% Effluent	100	50	25	12.5	6.25	0	0
% Dilution Water ¹	0	50	75	87.5	93.75	100	0
% Lab Water	0	0	0	0	0	0	100

¹ Dilution Water shall be non-toxic receiving water from the Sacramento River taken up current from the discharge point. Effluent toxicity samples shall be collected from the sedimentation pond discharge prior to its entering the Sacramento River. Grab samples shall be representative of the volume and quality of the discharge. Time of collection of samples shall be recorded.

-- End of Section --